State: Arkansas Filing Company: American National Insurance Company

TOI/Sub-TOI: A02I Individual Annuities- Deferred Non-Variable/A02I.002 Flexible Premium

**Product Name:** WQ 2012

Project Name/Number: /

# Filing at a Glance

Company: American National Insurance Company

Product Name: WQ 2012 State: Arkansas

TOI: A02I Individual Annuities- Deferred Non-Variable

Sub-TOI: A02I.002 Flexible Premium

Filing Type: Form

Date Submitted: 11/19/2012

SERFF Tr Num: AMNA-128776866

SERFF Status: Closed-Approved-Closed

State Tr Num:

State Status: Approved-Closed

Co Tr Num: WQ 2012

Implementation On Approval

Date Requested:

Author(s): Tyra Reed, Amber Adams, Tobie Brink

Reviewer(s): Linda Bird (primary)

Disposition Date: 11/30/2012

Disposition Status: Approved-Closed

Implementation Date:

State Filing Description:

State: Arkansas Filing Company: American National Insurance Company

TOI/Sub-TOI: A02I Individual Annuities- Deferred Non-Variable/A02I.002 Flexible Premium

Product Name: WQ 2012

Project Name/Number: /

# **General Information**

Project Name: Status of Filing in Domicile: Pending

Project Number: Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: (Filed under IIPRC)

Explanation for Combination/Other: Market Type: Individual Submission Type: New Submission Individual Market Type:

Overall Rate Impact: Filing Status Changed: 11/30/2012

State Status Changed: 11/30/2012

Deemer Date: Created By: Tyra Reed

Submitted By: Tyra Reed Corresponding Filing Tracking Number:

Filing Description:

American National Insurance Company [NAIC: 60739] [FEIN: 74-0484030]

Submission to: Arkansas Insurance Department

Regarding: Form WQ512 Individual Fixed Deferred Annuity Contract w/ Premiums in 1st Year Only

Form WQ512-DP Specifications Page

Form WQ713 Individual Flexible Premium Fixed Deferred Annuity Contract

Form WQ712-DP Specifications Page

Form A-PQ Amendment for Pension Qualified Contracts

SERFF Tracking Number: AMNA-128776866

Company Tracking Number: WQ 2012 Requested Effective Date: On Approval

Dear Reviewer.

Please find the above listed forms submitted for your review and approval. These are new forms and will not replace any existing forms.

Form WQ512 is the contract form for an individual fixed deferred annuity with premium payments allowed during the first year only.

Form WQ512-DP is the specifications page used with Form WQ512.

- Issue ages 0-85
- \$ 5,000 minimum initial premium
- 5-year Surrender Charge Schedule
- Waiver of Surrender Charges based on Confinement or Disability
- Death Benefit paid upon the death of the Owner while the contract is in force.
- · Annuity Benefits paid upon Maturity

Form WQ712 is the contract form for an individual flexible premium fixed deferred annuity with premium payments allowed at any time while the contract is in force.

Form WQ712-DP is the specifications page used with Form WQ712.

- Issue ages 0-85
- \$ 5,000 minimum initial premium

State: Arkansas Filing Company: American National Insurance Company

TOI/Sub-TOI: A02I Individual Annuities- Deferred Non-Variable/A02I.002 Flexible Premium

Product Name: WQ 2012

Project Name/Number: /

- 7-year Surrender Charge Schedule
- Waiver of Surrender Charges based on Confinement or Disability
- Death Benefit paid upon the death of the Owner while the contract is in force.
- Annuity Benefits paid upon Maturity

These contracts will be applied for using the previously approved application, Form R10039-AR; approved 10/6/2009 under state tracking number 43682; SERFF Tracking Number AMNA-126812712.

Form A-PQ is an Amendment for Pension Qualified Contracts. Both contracts can be issued as either pension qualified or non-qualified. When issued as pension qualified, Form A-PQ is attached to and made a part of the contract.

These contracts may also provide for additional interest enhancements subject to availability and/or initial premium requirements. Availability of either enhancement is set at the product level.

- Interest Rate Enhancement. The Interest Rate Enhancement credits additional interest to the initial premium for the duration indicated on the specifications page. There is no qualification for this enhancement other than it must be offered at the time of application in order for a contract to receive the enhancement. This enhancement is currently available on the Form WQ712. This enhancement, when offered, is explained on the contract's specifications page.
- Additional Interest. The Additional Interest feature credits additional interest to the contract's annuity value for the lifetime of the contract. The contract must have an initial premium of \$100,000 or more in order to qualify for the additional interest. This feature is currently available on the Form WQ512 and Form WQ712. The Additional Interest feature is explained on the contract's specifications page.

Additional information regarding this filing is provided below:

- Any requirement for a third party authorization has been bypassed as this is not a third-party filing.
- Actuarial Memorandum provided under Supporting Documentation tab
- Memorandum of Variable Material provided under Supporting Documentation tab
- Compliance Certification provided under Supporting Documentation tab
- The required Retaliatory filing fee of \$500.00 has been submitted with this filing via EFT.

Should you have any questions or require any additional information or documentation in order to complete your review, please let me know. The contact information under the Companies and Contact tab in SERFF is accurate.

Thanks!

Tyra Reed Life Policy Analyst III American National Insurance Company

# **Company and Contact**

# **Filing Contact Information**

Tyra Reed, Policy Analyst tyra.reed@anico.com

State: Arkansas Filing Company: American National Insurance Company

TOI/Sub-TOI: A021 Individual Annuities- Deferred Non-Variable/A021.002 Flexible Premium

**Product Name:** WQ 2012

Project Name/Number: /

One Moody Plaza 409-763-1112 [Phone] 5222 [Ext]

Product Development--14th Floor 409-766-6933 [FAX]

Galveston, TX 77550

**Filing Company Information** 

American National Insurance CoCode: 60739 State of Domicile: Texas

Company Group Code: 408 Company Type:
One Moody Plaza Group Name: State ID Number:

Galveston, TX 77550 FEIN Number: 74-0484030

(409) 763-4661 ext. [Phone]

Filing Fees

Fee Required? Yes

Fee Amount: \$500.00

Retaliatory? Yes

Fee Explanation: 5 approvable forms x 100 each = \$500.00

Per Company: No

CompanyAmountDate ProcessedTransaction #American National Insurance Company\$500.0011/19/201265057441

State: Arkansas Filing Company: American National Insurance Company

TOI/Sub-TOI: A021 Individual Annuities- Deferred Non-Variable/A021.002 Flexible Premium

**Product Name:** WQ 2012

Project Name/Number: /

# **Correspondence Summary**

# **Dispositions**

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	11/30/2012	11/30/2012

State: Arkansas Filing Company: American National Insurance Company

TOI/Sub-TOI: A021 Individual Annuities- Deferred Non-Variable/A021.002 Flexible Premium

**Product Name:** WQ 2012

Project Name/Number: /

# **Disposition**

Disposition Date: 11/30/2012

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Memorandum of Variable Material		Yes
Form	Individual Fixed Deferred Annuity Contract w/ Premiums in 1st Year Only		Yes
Form	Specifications Page		Yes
Form	Individual Flexible Premium Fixed Deferred Annuity Contract		Yes
Form	Specifications Page		Yes
Form	Amendment for Pension Qualified Contracts		Yes

State: Arkansas Filing Company: American National Insurance Company

**TOI/Sub-TOI:** A021 Individual Annuities- Deferred Non-Variable/A021.002 Flexible Premium

**Product Name:** WQ 2012

Project Name/Number: /

# **Form Schedule**

Lead	Form Number:							
Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Individual Fixed Deferred Annuity Contract w/ Premiums in 1st Year Only	Form WQ512	POL	Initial		50.100	Form WQ512.pdf
2		Specifications Page	Form WQ512-DP	DDP	Initial		0.000	Form WQ512- DP.pdf
3		Individual Flexible Premium Fixed Deferred Annuity Contract	Form WQ713	POL	Initial		50.100	Form WQ712.pdf
4		Specifications Page	Form WQ712-DP	DDP	Initial		0.000	Form WQ712- DP.pdf
5		Amendment for Pension Qualified Contracts	Form A-PQ	POLA	Initial		0.000	Form A-PQ.pdf

Form Type Legend:

,	po =090a.		
ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
отн	Other	OUT	Outline of Coverage

State: Arkansas Filing Company: American National Insurance Company

TOI/Sub-TOI: A021 Individual Annuities- Deferred Non-Variable/A021.002 Flexible Premium

**Product Name:** WQ 2012

Project Name/Number: /

PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages



**Contract Number:** [12345678]

AMERICAN NATIONAL INSURANCE COMPANY
HOME OFFICE: [ONE MOODY PLAZA, GALVESTON TX 77550]
ADMINISTRATIVE OFFICE: [ONE MOODY PLAZA, GALVESTON TX 77550]
TELEPHONE NUMBER [(409) 763-4661]

(The contact information above is available for Policyholders to make inquiries or obtain information about coverage and provide assistance in resolving complaints.)

## READ THIS CONTRACT CAREFULLY - WE WANT YOU TO UNDERSTAND THE BENEFITS PROVIDED

This Contract is issued in consideration of Our receipt of the Application and initial Premium payment. This is a legal contract that You have entered into with American National Insurance Company.

Right to Examine. [No later than thirty (30) days after this Contract is delivered, You may cancel it by returning this Contract, with a Written Request to cancel, to Our Administrative Office or the agent who took the Application. Upon Our receipt of this Contract and request to cancel, We will refund the Premiums paid, less any Partial Withdrawals, and this Contract shall be void from the beginning.]

Important Notice for Same-Sex Spouses (where recognized). Pursuant to the Federal Defense of Marriage Act ("DOMA"), same-sex marriages are not recognized for purposes of federal tax law. Therefore, favorable tax treatment provided by federal law to an opposite-sex spouse is NOT available to same-sex spouses. Same-sex spouses should consult a tax advisor prior to exercising any rights under an annuity.

This Contract provides a Death Benefit upon the Death of the Owner while this Contract is In Force. The amount of the Death Benefit will be based on the Annuity Value as of the date We receive Proof of Death.

At any time while this Contract is In Force, You may elect to Surrender this Contract and receive the Surrender Value as a single lump sum or You may apply the Surrender Value to an Annuity Option as described in this Contract.

Neither American National Insurance Company nor any of its agents or representatives may give legal, accounting, or tax advice. We recommend that You consult with Your own attorney, accountant, or tax advisor to determine the suitability of this annuity in Your situation.

This Contract is signed for American National Insurance Company at [Galveston, Texas], by

[J. Mark Flippin, Secretary]

[James E. Pozzi, President]

INDIVIDUAL FIXED DEFERRED ANNUITY WITH PREMIUMS ALLOWED DURING THE FIRST YEAR ONLY WAIVER OF SURRENDER CHARGES DUE TO CONFINEMENT OR DISABILITY DEATH BENEFIT PAYABLE UPON THE DEATH OF THE OWNER ANNUITY PAYMENTS STARTING ON THE MATURITY DATE NONPARTICPATING

Form WQ512

# **TABLE OF CONTENTS**

SECTION	PAGE
Data Section	(follows page 2)
General Definitions	3
Contract and Interested Persons	4
General Provisions	5
Premium	6
Annuity Value	6
Surrender	7
Waiver of Surrender Charges	8
Death Benefits	9
Maturity Date	10
Annuity Options	10
General Provisions Relating to Annuity Options	11
Alphabetical Guide to Contract Provisions	13

### **GENERAL DEFINITIONS**

**Application.** The Application includes the document so labeled and any supplemental applications or applications for riders or additional benefits.

**Adjusted Age.** The Annuitant's age as of the last birthday prior to the date an Annuity Option is selected, adjusted downward by one year for each full five year period that has elapsed since January 1, 2000.

Business Day. A Business Day is any day that Our Administrative Office is open.

**Contract Year.** The first Contract Year is the same month and day as the Date of Issue in the next calendar year. Each succeeding Contract Year begins on the same date of each calendar year.

**Date of Issue.** The date this Contract is issued to the Owner. The Date of Issue is shown in the Data Section. Contract Years are measured from this date.

In Force. The status of this Contract until it is terminated in accordance with the Termination provision.

Natural Person. A human being only; not a trust, a corporation, or any other legally recognized entity.

**Physician.** A person legally licensed to practice medicine or psychology and acting within the scope of his or her license, issued by the jurisdiction in the United States of America in which the services are rendered, to treat an injury or illness casing Disability. The definition of a Physician excludes the Owner, Joint Owner, Annuitant, or any Assignee or member of the Owner, Joint Owner, Annuitant, or Assignee's immediate family. Immediate family includes parents, step-parents, grandparents, spouse, domestic partner, children (natural, adopted, or step), siblings, grandchildren, or in-laws.

**Surrender Charge Period.** The period of time starting on the Date of Issue and ending when the Surrender Charge Percentage first becomes zero.

We, Us, Our. American National Insurance Company.

Written Request. A request in writing, in a form satisfactory to Us, and received by Us at Our Administrative Office.

You, Your. The Owner and any Joint Owner. If the Owner is not identified in the Application, the Annuitant will be the Owner. The Owner is entitled to exercise the rights and privileges of this Contract. If Joint Owners are named in the Application, all references in this Contract to "You", "Your", or "Owner" shall mean the Joint Owners.

### CONTRACT AND INTERESTED PERSONS

Entire Contract. This Contract form, together with the Application and any attached riders, endorsements or amendments, constitute the Entire Contract. All statements made in the Application, in the absence of fraud, will be deemed representations and not warranties. No statement made by or by the authority of the applicant will be used to contest this Contract or to defend a claim unless it is made on the Application. Only the President, a Vice President, or the Secretary of American National Insurance Company has the authority to bind Us or to make any change in this Contract. Any change to the Contract will be by endorsement signed by one of the above-named officers and provided to You and any Assignee of record for attachment to the Contract. No agent or person other than the above named officers has the authority to change or modify this Contract or waive any its provisions.

To assure that this Contract will maintain its status as an annuity under the Internal Revenue Code, We reserve the right to change this Contract to comply with future changes in the Internal Revenue Code, any regulations or rulings issued thereunder, and any requirements otherwise imposed by the Internal Revenue Service. You and any Assignee of record will be sent a copy of any such amendment.

**Owner.** You are the Owner of this Contract. You have all rights and may receive all benefits under this Contract. The Owner is the Person designated as such on the Date of Issue, unless changed. Any change of Owner is subject to Our underwriting rules with respect to issue age. You may exercise all rights of this Contract while it is In Force, subject to the rights of

- (a) any Assignee under an assignment filed with Us, and
- (b) any irrevocably named Beneficiary.

**Joint Owner.** A Contract can be owned by Joint Owners. The Joint Owner is the Person designated as such on the Date of Issue, unless changed. Joint Owners have equal ownership rights and must both authorize any exercise of ownership rights unless otherwise allowed by Us.

Annuitant. The Annuitant is the Natural Person on whose life annuity benefit payments under an Annuity Option are based. The Annuitant is the Natural Person designated by You in the Application, unless changed in accordance with the Change of Owner, Beneficiary, or Annuitant provision. Such a change will be subject to Our underwriting rules with respect to issue age. The Annuitant may not be changed if this Contract is owned by a non-Natural Person. If this Contract is owned by a non-Natural Person, the death of the Annuitant will be treated as the death of the Owner and a new Annuitant may not be designated.

Beneficiary. The Beneficiary is the person or entity who receives the Death Benefit of this Contract if the Owner or Joint Owner dies. If this Contract is jointly owned, upon the death of the Owner or Joint Owner, the surviving Owner will become the Beneficiary. Any other Beneficiary designation will be treated as a contingent Beneficiary unless otherwise indicated in a Written Request filed with Us. If You name more than one Person as Beneficiary or as contingent Beneficiary, and do not state otherwise on the Application or in a Written Request to Us, any non-survivors will not receive a benefit. The survivors will receive equal shares. No contingent Beneficiary has any rights under this Contract while any Beneficiary is still alive. If there are no surviving Beneficiaries, any Death Benefit will be payable to the estate of the person whose death causes the Death Benefit to become payable.

**Irrevocable Beneficiary.** Once declared by the Owner, the Owner may only modify an Irrevocable Beneficiary with their written consent. An Irrevocable Beneficiary must approve the Owner's actions to exercise rights and privileges of this Contract, in writing, as described in the Contract.

Change of Owner, Beneficiary or Annuitant. While this Contract is In Force, You may, subject to the approval of any Irrevocable Beneficiary and/or Assignee and subject to Our underwriting rules with respect to issue age, change the Owner, Joint Owner, Beneficiary, contingent Beneficiary, or Annuitant by Written Request. Unless otherwise specified by You, the change will be effective, following Our receipt of the Written Request, as of the date the Written Request is signed. Naming a new Beneficiary will revoke any previously named Beneficiary unless Your written instruction indicates otherwise. The change will not affect any payments We make or actions We take prior to the time We receive the Written Request.

Assignment. You may assign this Contract at any time while it is In Force. The Assignment must be in writing and a copy must be filed at Our Administrative Office. Your rights and those of any revocably named person will be subject to the Assignment. Unless otherwise specified by You, Assignment of this Contract will take effect on the date the Written Request is signed. An Assignment will not affect any payments We make or actions We take before We receive the Assignment. We are not responsible for the validity of any Assignment.

Assignee. The Natural Person or legal entity to whom/which this Contract is assigned to under the Assignment provision. The Assignee's rights under this Contract will supersede those of the Beneficiary and of the Owner.

**Premium Payer**. The person responsible for payment of Premiums for this Contract. The Premium Payer has no Ownership rights under this Contract unless the Premium Payer is also the Owner.

## **GENERAL PROVISIONS**

Conformity with State Law. This Contract is subject to the laws of the jurisdiction where it is delivered. If any provision of this Contract is contrary to any such law, such provision is amended to conform to the minimum standards of such law.

**Evidence of Age, Sex or Survival.** If Our action under a Contract provision is based on the age, sex, or survival of any person, We may require evidence of the particular fact before We act under that provision.

**Incontestability.** This Contract will not be contestable after it has been In Force during Your lifetime for two years after the Date of Issue provided, however, that We may contest this Contract at any time for provisions within this Contract related to benefits in the event of total and permanent disability.

We may only contest this Contract under this provision based on a material misstatement or omission by the Owner on the Application.

Misstatement of Age or Sex. If the age or sex of the Owner, Joint Owner, or Annuitant has been misstated, We will compute any amount payable based on the correct age and sex. If annuity benefit payments have begun, any underpayment(s) that have been made will be paid in full with the next annuity benefit payment. Any overpayment(s), unless repaid to Us in one sum, will be deducted from future annuity benefit payments, withdrawals, and commutations until We are repaid in full. In calculating the amount of underpayment or overpayment, interest will be included at the Minimum Guaranteed Interest Rate shown in the Data Section but not to exceed 6%.

Non-Participating. This Contract does not participate in Our divisible surplus.

**Proof of Death.** If a Contract provision relates to the death of a Natural Person, We will require Proof of Death before We will act under that provision. Proof of Death is:

- (a) a certified death certificate; or
- (b) a certified decree of a court of competent jurisdiction as to the finding of death; or
- (c) a written statement by a medical doctor who attended the deceased; or
- (d) any other document constituting proof of death under applicable state law.

**Protection of Proceeds.** To the extent permitted by law, no payments are subject to the debts of any Beneficiary or to any judicial process for payment of those debts.

**Regulatory Requirements.** All values payable under this Contract will not be less than the minimum benefits required by the laws and regulations of the state in which this Contract is delivered.

Reports. At least once each Contract Year and without charge, We will send You a report that shows:

- The beginning and end dates of the current report period;
- The Annuity Value at the beginning and end of the current report period;
- Any amounts, identified by type, credited or debited during the current report period;
- The Surrender Value at the end of the current report period;
- The amount of the Death Benefit at the end of the current report period.

Additional Reports may be requested at any time by sending a Written Request to Our Administrative Office. We reserve the right to assess a fee, not to exceed \$25 for the preparation of additional Reports.

We will also send any other reports that may be required by law.

Taxes. Any taxes paid to any governmental entity relating to this Contract will be deducted from the Premium or Annuity Value. We may, at Our sole discretion, delay the deduction until a later date. By not deducting tax payments at the time of Our payment, We do not waive any right We may have to deduct amounts at a later date. We will determine when taxes relate to this Contract. We will deduct from any payment under this Contract any withholding taxes required by applicable law.

**Termination.** This Contract will terminate upon the earliest of the following:

- (1) The date on which this Contract is surrendered.
- (2) The Maturity Date.
- (3) The date on which this Contract's Death Benefit is paid.
- (4) The date on which an Annuity Option becomes effective.
- (5) The date on which the Annuity Value is returned to You in accordance with the Annuity Value or Systematic Withdrawal provisions.

#### **PREMIUM**

Premium. The initial Premium is the consideration for this Contract and is due on the Date of Issue. It must be paid at Our Administrative Office in United States currency. Coverage under this Contract does not take effect until We have accepted the initial Premium during Your lifetime. This Contract is an individual fixed deferred annuity with subsequent Premium payments allowed during the first Contract Year only. The total amount of Premium payments received within the first Contract Year may not exceed \$1,000,000 in the aggregate without Our prior approval. All Premium payments paid into this Contract will be allocated to Our general account, and all benefits will be paid from Our general account.

### **ANNUITY VALUE**

**Net Annuity Premium.** The Net Annuity Premium is the Premium payment less any applicable federal or state premium taxes payable on this Contract which have not otherwise been deducted or offset.

Annuity Value. The Annuity Value of this Contract is:

- the total amount of Net Annuity Premium; plus
- credited interest; less
- any Partial and/or Systematic Withdrawal and associated Surrender Charges.

The Net Annuity Premium for each Premium payment received will be credited to the Annuity Value as of the date such Premium payment is received. Partial and/or Systematic Withdrawals and associated Surrender Charges will be deducted from the Annuity Value as of the date of each Partial and/or Systematic Withdrawal.

We may return Your Annuity Value and terminate the Contract if the Annuity Value falls below \$2,000.

Accumulation Interest Rate. The interest rate used in computing the Annuity Value will be determined by Us. We guarantee that the Accumulation Interest Rate will not be less than the Minimum Guaranteed Interest Rate shown in the Data Section. The Accumulation Interest Rate will be effective until a new Accumulation Interest Rate is declared by Us.

Interest Crediting. Your initial Premium payment will earn interest at the declared Accumulation Interest Rate for a period of 2 years from the date We receive Your Premium payment. Each subsequent Premium payment will earn interest at the then declared Accumulation Interest Rate for a 2 year period from the date of receipt. Following the initial interest crediting period on any Premium payment, interest will be credited at a rate determined by Us annually prior to the anniversary of that Premium payment. Interest is calculated on a compound method assuming a 365 day year.

### **SURRENDER**

At any time while this Contract is In Force, You may Surrender this Contract for its Surrender Value, withdraw a portion of this Contract's Annuity Value, or schedule Systematic Withdrawals from this Contract's Annuity Value. Any Surrender, Partial Withdrawal, or Systematic Withdrawal will be paid to You. A Written Request is required for any Surrender or withdrawal.

**Deferral of Payment.** We have a right to postpone the payment of any Surrender, Partial Withdrawal, or Systematic Withdrawal for up to 6 months from the date We receive the Written Request for such action. Such delay requires written request to and prior written approval from the regulatory authority over annuity contracts for the state in which this Contract was issued for delivery; We will notify You if there is to be a delay.

**Surrender Value.** The Surrender Value of this Contract is equal to the Annuity Value minus any applicable Surrender Charge and minus any applicable federal or state premium taxes which have otherwise been deducted or offset. The Surrender Value will never be less than the Guaranteed Surrender Value shown in the Data Section, reduced for any applicable federal or state premium taxes which have not otherwise been deducted or offset.

Principal Guarantee. We guarantee that the Surrender Value of this Contract will never be less than:

- the total amount of Premiums paid; minus
- the total amount of any Partial Withdrawals, Systematic Withdrawals, Required Minimum Distributions (for pension qualified contracts), and any applicable Surrender Charges related thereto; minus
- any Taxes which have not otherwise been deducted or offset.

**Surrender Charge.** Any Surrender, Partial Withdrawal, or Systematic Withdrawal is subject to a Surrender Charge during the Surrender Charge Period.

The Surrender Charge will be based on the amount surrendered or withdrawn (reduced by the amount of any remaining Surrender-Charge-Free Withdrawal Amount for the Contract Year) and will be deducted from such amount.

The Surrender Charge is computed by multiplying the applicable Surrender Charge Percentage shown in the Data Section by the excess, if any, of (A) over (B), where:

- (A) is equal to the Annuity Value for a full Surrender or the amount of a Partial Withdrawal; and
- (B) is equal to any remaining Surrender-Charge-Free Withdrawal Amount for the Contract Year, but not to exceed (A).

**Surrender**. If You elect to Surrender this Contract, We will pay You the Surrender Value and this Contract will terminate.

The Written Request for Surrender must be accompanied by this Contract.

Partial Withdrawals. You may make one or more Partial Withdrawals of a portion of the Annuity Value. Your Written Request must indicate the amount to be paid to You. Each Partial Withdrawal must be for an amount not less than \$250. This Contract will remain In Force after a Partial Withdrawal.

**Systematic Withdrawals.** You may systematically withdraw a portion of this Contract's Annuity Value. Systematic Withdrawals can be set to begin on the Date of Issue or at a specified future date. There are two types of Systematic Withdrawals:

(1) Interest Only.

The Interest Only option consists of interest that has accrued on the Annuity Value.

(2) Fixed Amount.

The Fixed Amount option first uses interest that has accrued on the Annuity Value. Once the accrued interest is depleted, the Fixed Amount option will deduct from the sum of Net Annuity Premiums. When the Contract's Annuity Value is no longer sufficient to support the fixed amount:

- the option will cease;
- We will pay the remaining Annuity Value; and
- this Contract will terminate.

Your Written Request for Systematic Withdrawals must indicate the date You request the withdrawals to begin, the amount, and type of withdrawal desired. You may also stop either option by sending Written Request.

The minimum payment for either Systematic Withdrawal option is \$100. If the payment for the Interest Only option is less than \$100, the payment will not be made until the next scheduled withdrawal date. Withdrawal dates are available on a monthly, quarterly, semi-annual, or annual basis. You may change the withdrawal dates at any time by sending Written Request.

The availability of Partial Withdrawals is not affected by Systematic Withdrawals.

**Surrender-Charge-Free Withdrawal Amount.** We will waive the Surrender Charge on the amount of any Surrender, Partial Withdrawal, and/or Systematic Withdrawal taken in a Contract Year until the total of such surrender or withdrawals in a Contract Year exceeds 10% of the Annuity Value as of the beginning of such Contract Year. This amount is referred to as the Surrender-Charge-Free Withdrawal Amount.

The Surrender-Charge-Free Withdrawal Amount applies to each Contract Year and any unused amount during a particular Contract Year cannot be carried over to a subsequent Contract Year. If the amount of any Surrender or withdrawals in any Contract Year exceeds the Surrender-Charge-Free Withdrawal Amount for that Contract Year, such excess Withdrawal will be subject to any applicable Surrender Charge. Any applicable Surrender Charges will be calculated using the Surrender Charge Percentages shown in the Data Section.

### **WAIVER OF SURRENDER CHARGES**

In addition to the Surrender-Charge-Free Withdrawal Amount and subject to the Limitations provision, We will waive the Surrender Charge on the total amount of any Surrender, Partial and/or Systematic Withdrawal if You (both Owners in the case of Joint Owners) are confined to a Hospital, Hospice Facility, Convalescent Care Facility, or are diagnosed by a Physician as having a Disability.

Limitations. The total amount of any Surrender or withdrawals for which Surrender Charges will be waived under the Waiver of Surrender Charge cannot exceed an aggregate amount of \$250,000 over the lifetime of this Contract. The aggregate limit applies to all Contracts held by You with Us. We reserve the right to establish a higher limit on the aggregate amount; at no time will the limit be less than \$250,000.

**Ineligibility for Waiver of Surrender Charges.** Owners who are corporations, trustees, or other non-Natural Persons are not eligible for either of the Waiver of Surrender Charges. The Confinement and Disability Waiver of Surrender Charges applies only to the original Owner(s) as listed on the Application and will not apply to any assigned Owner.

You are ineligible for the Confinement Waiver of Surrender Charges if:

- (1) You are confined to a Hospital, Hospice Facility, or Convalescent Care Facility on the Date of Issue of this Contract; or
- (2) If the Application for this Contract was signed by the power of attorney; or
- (3) You are age 81 or older on the Date of Issue;
- (4) You entered the Hospital, Hospice Facility, or Convalescent Care Facility at a date earlier than 90 days after the Date of Issue of this Contract.

You are ineligible for the Disability Waiver of Surrender Charges if:

- (1) You are receiving Social Security Disability Benefits on the Date of Issue; or
- (2) You are age 65 or older when You become disabled; or
- (3) You were diagnosed with a terminal illness prior to or on the Date of Issue and become disabled within the first two Contract Years.

**Notice of Claim.** You must notify Our Administrative Office that You are confined or disabled. Within 10 Business Days, We will provide You with a claim form and Physician's statement to be completed and returned.

Proof of Eligibility. Includes all of the following:

- (1) A completed claim form:
- (2) A Physician's statement confirming the Confinement or Disability;
- (3) Any other information We may reasonably require to establish the validity of the claim.

Proof of continuous disability may be required through the date of any Surrender or withdrawal.

We reserve the right to require a second opinion or examination by a Physician of Our choice to determine eligibility for the Confinement or Disability Waiver of Surrender Charges. If a difference of opinion occurs between the Your Physician and Ours, a third opinion, agreeable to both the Owner and Us will be obtained and will be the basis for approving or disapproving the request. The cost of any second or third opinion or examination will be at Our expense.

**Confinement Waiver of Surrender Charges.** Upon Our receipt of Proof of Eligibility, We will waive the Surrender Charge for any Surrender or Partial Withdrawal made while You are confined in any of the following facilities for 30 or more consecutive days and for any Surrender or withdrawal made no later than 90 days after the last day of confinement:

**Hospital.** A hospital licensed or recognized as a general hospital by the state in which it is located, engaged in providing or operating diagnostic and major surgery facilities for the medical care and treatment of injury and sickness on an inpatient basis for which a charge is made, and providing 24-hour nursing service by or under the supervision of a graduate registered nurse (R.N.).

Hospice Facility. A hospice facility licensed, certified or registered in accordance with state law which provides a formal program of inpatient care under the direction of a physician for terminally ill patients whose life expectancy is less than 6 months.

Convalescent Care Facility. A convalescent care facility licensed by the state as a convalescent care nursing facility, a skilled nursing facility, or a custodial care facility, providing continuous nursing service by or under the supervision of a physician or a graduate registered nurse (R.N.) and maintaining a daily record of each patient which is available for review by Us, and administering a planned program of observation and treatment by a physician which is in accordance with existing standards of medical practice for the injury or sickness causing the confinement.

**Disability Waiver of Surrender Charges.** Upon Our receipt of Proof of Eligibility, We will waive the Surrender Charges for any Surrender or withdrawal when You are diagnosed by a Physician as having a Disability as defined below.

**Disability.** Is defined as either of the following:

- (a) A total and permanent disability due to injury or disease, that prevents You from performing any work for pay or profit for a period of 12 months; or
- (b) An illness that is expected to cause death within 24 months.

**Denial of Claim.** If We deny Your request to waive Surrender Charges due to confinement or disability, the Surrender or withdrawal will not be disbursed until You have been notified of the denial and given the opportunity to accept or reject the Surrender or withdrawal, including any Surrender Charges.

### **DEATH BENEFITS**

Death Benefit. The Death Benefit will be equal to Annuity Value as of the date We receive Proof of Death.

Death of the Owner. If the Owner dies while this Contract is In Force We will pay the Death Benefit to the Beneficiary. If this Contract has an Owner and Joint Owner, the surviving Owner will be the Beneficiary. If the sole Beneficiary is the spouse of the deceased Owner, the spouse may elect to continue this Contract as the sole Owner. A same sex spouse (where recognized) that continues this Contract may not receive income tax deferral on the Death Benefit that is received. A same sex spouse Beneficiary should consult a tax advisor before exercising any rights under this Contract. If neither spousal continuation nor a specific Annuity Option is elected, this Contract will default to Annuity Option 1, a lump sum payment.

Death of the Annuitant. If the Annuitant is not the Owner and dies while this Contract is In Force:

- If the Owner is not a Natural Person, the death of the Annuitant will be treated as the death of the Owner as provided for in Section 72(s)(6) of the Internal Revenue Code.
- If the Owner is a Natural Person, You may select a new Annuitant. If no Annuitant is selected, the Owner (in the case of Joint Owners, the youngest Owner) will become the Annuitant.

Payment of Death Benefit. The Death Benefit will be paid upon Our receipt of all the following:

- (a) Proof of Death.
- (b) This Contract.
- (c) Sufficient information necessary to determine the extent of the liability and the appropriate Beneficiary(ies) legally entitled to the Death Benefit.
- (d) Removal of any legal impediments to the payment of the Death Benefit that result from the action of parties other than Us.

The Owner or the Beneficiary may request that the Death Benefit be paid pursuant to one of the following options:

- 1. a lump sum payment; or
- 2. a payment within 5 years of the date of death which caused the Death Benefit to be payable; or
- 3. You may elect an Annuity Option such that the annuity benefit payments are paid over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one year of the date of the death which caused the Death Benefit to be payable.

Any portion of the Death Benefit not applied within one year of such death must be distributed within five years of that death.

### **MATURITY DATE**

The Maturity Date is the date shown in the Data Section unless later changed per this Contract. If this Contract is In Force on the Maturity Date, We will apply the Annuity Value, less:

- any taxes payable but not yet deducted, as described in the General Provisions section of this Contract; and
- the amount of any outstanding liability to any Assignee as described in the Contract and Interested Persons section of this Contract

to the Annuity Option selected by You. If You have not selected an Annuity Option prior to such time, Option 2 with a fixed period of 10 years will become effective. The amount of any outstanding liability to any Assignee will be discharged by paying the Assignee in a lump sum.

**Optional Maturity Date.** While this Contract is In Force, You may send Written Request to change the Maturity Date to Our Administrative Office. The new Maturity Date:

- Must be after the date We receive Your Written Request;
- Can be any date after 13 months from the Date of Issue but no later than the Annuitant's 95<sup>th</sup> birthday.

The same Annuity Options described below will be available on any new Maturity Date.

# **ANNUITY OPTIONS**

All or a part of the Surrender Value or Death Benefit may be applied to any of the Annuity Options. We will first deduct the amount of:

- any taxes payable but not yet deducted, as described in the General Provisions section of this Contract, and
- the amount of any outstanding liability to any Assignee as described in the Contract and Interested Periods section of this Contract.

The amount of any outstanding liability to any Assignee will be discharged by paying the Assignee a lump sum from the amount be applied. The remaining amount is the net sum payable.

Minimum Amount Applied to Annuity Option. The minimum net sum payable that We may apply to any Annuity Option is \$5,000. If the net sum payable is less than \$5,000 We will pay the entire amount to You as a lump sum.

**Election of Annuity Option.** An Annuity Option election must be sent by Written Request to Our Administrative Office and must be accompanied by this Contract. If You elect an Annuity Option, You can withhold the Beneficiary's right to assign, encumber, or commute any unpaid amount. If no Annuity Option is elected, Option 2 with 10 Years Certain will automatically become effective.

Change in Annuity Option. While this Contract is In Force, the Owner has the right to select and/or change the Annuity Option and designate and/or change the person or entity to whom You want payments to be made. Upon the death of the Owner, the Beneficiary has the right to select and/or change the Annuity Option and designate and/or change the person or entity to whom they want payments to be made. Any change in the Annuity Option or payee must be sent by Written Request to Our Administrative Office. Our consent is required for any payment(s) that are to be directed to any entity other than a Natural Person.

No change in Annuity Option is permitted after payments under the option have commenced.

Death of the Annuitant under an Annuity Option. If the Annuitant of an Annuity Option dies after payments under the option have commenced, any remaining guaranteed payments will continue in accordance with the Annuity Option in effect at the time of the Annuitant's death.

Annuity Options. Periodic annuity payments may be made on an annual, semi-annual, quarterly, or monthly basis. You may select any basis such that the periodic payment is at least \$100. The Annuity Option Tables are provided in the Data Section of this Contract and illustrate minimum guaranteed monthly payments per \$1,000. The options are:

Option 1. Payments for a Fixed Period. Equal periodic payments will be paid for a fixed number of years. The amount of the payments will be based on Table A. Payments will include interest at the effective rate of 1.5% per year (additional interest may be paid at Our discretion).

Option 2. Life Annuity with 10 or 20 Years Certain. Equal periodic payments will be paid for as long as the Annuitant lives with payments certain for a fixed period of 10 years under Table B or 20 years under Table C.

Option 3. Life Annuity. Equal periodic payments under Table D will be paid for as long as the Annuitant lives with no payments certain; We have no liability upon the Annuitant's death.

Option 4. Payments of a Fixed Amount. Equal periodic payments will be paid. Payments will be paid until the total of the following amounts is exhausted: (1) the amount applied to this option, plus (2) interest at the effective rate of 1.5% per year (additional interest may be paid at Our discretion). The final payment will be the balance of the amount applied to this option plus interest. It may be more or less than the other payments.

Option 5. Interest Payments. We will hold the amount applied to this option at interest. Interest will be paid at the effective rate of 1.5% per year (additional interest may be paid at Our discretion). On interest due dates, You may make a withdrawal from the amount held. If such a withdrawal occurs, it must be for an amount of at least \$100. If the amount held falls below \$2,000, We may pay the entire amount held to You and will have no further liability.

With Our consent, any other Annuity Option acceptable to Us may be selected.

# **GENERAL PROVISIONS RELATING TO ANNUITY OPTIONS**

**General Provisions.** The first payment under Option 1, 2, 3, or 4 is paid on the date the amount is applied to the option. The first payment under Option 5 is paid at the end of the first interest period. The first payment may be postponed for up to 10 years with Our consent. If so, the amount applied to the option will accumulate with compound interest at the effective rate of 1.5% per year. To avoid making payments of less than \$20 each, We can do either or both of the following:

- 1. change the payments to a quarterly, semi-annual, or annual basis; or
- 2. reduce the number of payments.

**Betterment of Rates.** When payments under an Annuity Option begin, the benefit will be no less than any current single premium immediate annuity rate We offer at that time, applied to the greater of:

- (a) 95% of the Surrender Value if no Surrender Charge was applied; or
- (b) The Surrender Value.

Commutation. Commutation is the payment by Us of a lump sum in lieu of any future annuity benefit payments. In no case may any life-contingent payments under Options 2 or 3 be commuted. At Our option, payments under the other Annuity Options may be commuted. When an Annuity Option is commuted, the then effective interest rate used to compute the commuted value will be the Commutation Interest Rate.

If the Owner dies after payments under the option have started We will make any remaining annuity benefit payments to the Beneficiary.

Commutation Interest Rate. The Commutation Interest Rate will be equal to the interest rate used by Us in determining annuity purchase rates for single premium immediate annuity contracts on the date of Commutation. The Commutation Interest rate will be based on the remaining annuity benefits on the date the commuted value is determined. In the event that we offer multiple single premium immediate annuity contracts, We will use the most favorable interest rate.

In the event We do not have annuity purchase rates available on the commutation date, the interest rate used will be equal to the Settlement Rate + A - B; where the Settlement Rate A and B are defined as follows:

Settlement Rate – the interest rate We use to determine the annuity benefit payments under an Annuity option under this Contract.

- A the Constant Treasury Maturity rate for a 10-year treasury bond on the date of Commutation.
- B the Constant Treasury Maturity rate for a 10-year treasury bond on the date of settlement.

# ALPHABETICAL GUIDE TO CONTRACT PROVISIONS

Accumulation Interest Rate	6	Incontestability	5
Annuitant	4	Inegiligbility for Waiver of Surrender Charges	8
Annuity Option Tables	Data Section	Interest Crediting	6
Annuity Options	11	Irrevocable Beneficiary	4
Annuity Value	6	Joint Owner	4
Assignee	5	Limitations	8
Assignment	5	Minimum Amount Applied to Annuity Option	10
Basis of Calculations	Data Section	Misstatement of Age or Sex	5
Beneficiary	4	Net Annuity Premium	6
Betterment of Rates	11	Non-Participating	5
Change in Annuity Option	11	Notice of Claim	8
Change of Owner, Beneficiary, or Annuita	ant 4	Optional Maturity Date	10
Commutation Interest Rate	12	Owner	4
Commutation	12	Partial Withdrawals	7
Confinement Waiver of Surrender Charge	s 9	Payment of Death Benefit	10
Conformity with State Law	5	Premium	6
Convalescent Care Facility	9	Premium Payer	5
Death Benefit	9	Principal Guarantee	7
Death of the Annuitant	9	Proof of Death	5
Death of the Annuitant under an Annuity	11	Proof of Eligibility	8
Option  Death of the Owner	0	Protection of Proceeds	5
	9	Regulatory Requirements	5
Deferral of Payment	/	Reports	5
Denial of Claim	9	Right to Examine	1
Disability	9	Surrender	7
Disability Waiver of Surrender Charges	9	Surrender Charge	7
Election of Annuity Option	10	Surrender Value	7
Entire Contract	4	Surrender-Charge-Free Withdrawal Amount	8
Evidence of Age, Sex, or Survival	5	Systematic Withdrawals	7
General Provisions (for Annuity Options)	11	Taxes	6
Hospice Facility	9	Termination	
Hospital	9	i GittiillatiOtt	6



AMERICAN NATIONAL INSURANCE COMPANY
HOME OFFICE: [ONE MOODY PLAZA, GALVESTON TX 77550]
ADMINISTRATIVE OFFICE: [ONE MOODY PLAZA, GALVESTON TX 77550]
TELEPHONE NUMBER [(409) 763-4661]

(The contact information above is available for Policyholders to make inquiries or obtain information about coverage and provide assistance in resolving complaints.)

INDIVIDUAL FIXED DEFERRED ANNUITY WITH PREMIUMS ALLOWED DURING THE FIRST YEAR ONLY WAIVER OF SURRENDER CHARGES DUE TO CONFINEMENT OR DISABILITY DEATH BENEFIT PAYABLE UPON THE DEATH OF THE OWNER ANNUITY PAYMENTS STARTING ON THE MATURITY DATE NONPARTICPATING

	DA	TA SECTION	Page	1 of [5]
CONTRACT NUMBER	[12345678]	[NOVEMBER 21, 2012]	DATE OF	ISSUE
CONTRACT FORM NUM	BER Form WQ512	\$ [100,000.00]	INITIAL PR	EMIUM
CONTRACT TYPE	[NON-QUALIFIED]	[NOVEMBER 21, 2082]	MATURITY	Y DATE
OWNER	[JOHN OWNER]		[Male]	SEX
	[DATE OF BIRTH]	[ [January 1, 1972]	[40]	AGE
[JOINT OWNER]	[JANE J. OWNER]		[Female]	[SEX]
	[DATE OF BIRTH]	[March 1, 1975]	[37]	[AGE]
ANNUITANT	[JOHN ANNUITANT]		[Male]	SEX
	DATE OF BIRTH	[November 21, 1987]	[25]	AGE

# **RATES OF INTEREST**

MINIMUM GUARANTEED INTEREST RATE

[1.00]%

# **GUARANTEED INTEREST RATE FOR INITIAL PREMIUM BY CONTRACT YEAR**

**Contract Year:** 

1

2

3

4

5

6+

[1.10]% [1.10]% [1.10]% [1.10]%

[1.10]%

# SURRENDER CHARGE SCHEDULE

CONTRACT YEAR SURRENDER (	URRENDER CHARGE PERCENTAGE	
1	7.0 %	
2	7.0 %	
3	7.0 %	
4	6.0 %	
5	5.0 %	
6+	0.0 %	

**CONTRACT NUMBER** 

[12345678]

## [INTEREST RATE ENHANCEMENTS]

### [ADDITIONAL INTEREST]

[Additional Interest Rate [0.10]%]

[If the Initial Premium is \$[100,000] or greater We will credit the Additional Interest Rate to the Annuity Value each year for the life of the Contract.

The Additional Interest Rate is determined on this Contract's Date of Issue.

If this Contract is cancelled under the Right to Examine provision, the refund of Premiums paid will not include any Additional Interest credited.

There is no fee associated with the Additional Interest.

Neither We nor You may terminate the Additional Interest while this Contract is In Force. The Additional Interest will terminate on the same date as this Contract in accordance with the Termination provision. Once terminated, the Additional Interest cannot be reinstated.]

[12345678]

## **TABLE OF ANNUITY VALUES**

The values shown in the Table of Annuity Values are calculated using a hypothetical Initial Premium of \$1,000 and interest credited at the Guaranteed Interest Rate for the Initial Premium.

The Table of Annuity Values assumes:

- 1. No federal or state premium taxes are applicable.
- 2. No Partial or Systematic Withdrawals have occurred.
- 3. The Contract remains In Force for complete Contract Years.

Contract values will be different if the circumstances of Your Contract differ from the above assumptions.

0       \$ 1,000.00       \$ 1,000.00         1       \$ 1,011.00       \$ 1,000.00         2       \$ 1,022.12       \$ 1,000.00         3       \$ 1,033.36       \$ 1,000.00         4       \$ 1,044.73       \$ 1,000.00         5       \$ 1,056.22       \$ 1,008.63         6       \$ 1,067.84       \$ 1,067.84         7       \$ 1,079.58       \$ 1,079.58         8       \$ 1,091.46       \$ 1,091.46         9       \$ 1,103.46       \$ 1,103.46         10       \$ 1,115.60       \$ 1,115.60         11       \$ 1,127.87       \$ 1,127.87         12       \$ 1,140.28       \$ 1,140.28         13       \$ 1,152.82       \$ 1,152.82         14       \$ 1,165.51       \$ 1,165.51         15       \$ 1,178.33       \$ 1,178.33         16       \$ 1,191.29       \$ 1,191.29         17       \$ 1,204.69       \$ 1,204.39         18       \$ 1,217.64       \$ 1,217.64         19       \$ 1,231.03       \$ 1,231.03         20       \$ 1,244.58       \$ 1,244.58         21       \$ 1,258.27       \$ 1,258.27         22       \$ 1,272.11       \$ 1,272.11 <th>CONTRACT YEAR</th> <th>ANNUITY VALUE</th> <th>GUARANTEED SURRENDER VALUE</th>	CONTRACT YEAR	ANNUITY VALUE	GUARANTEED SURRENDER VALUE
2 \$ 1,022.12 \$ 1,000.00  3 \$ 1,033.36 \$ 1,000.00  4 \$ 1,044.73 \$ 1,000.00  5 \$ 1,056.22 \$ 1,008.63  6 \$ 1,067.84 \$ 1,067.84  7 \$ 1,079.58 \$ 1,079.58  8 \$ 1,091.46 \$ 1,091.46  9 \$ 1,103.46 \$ 1,115.60  10 \$ 1,115.60 \$ 1,115.60  11 \$ 1,127.87 \$ 1,127.87  12 \$ 1,140.28 \$ 1,140.28  13 \$ 1,152.82 \$ 1,152.82  14 \$ 1,165.51 \$ 1,165.51  15 \$ 1,178.33 \$ 1,178.33  16 \$ 1,191.29 \$ 1,191.29  17 \$ 1,204.69 \$ 1,204.39  18 \$ 1,217.64 \$ 1,217.64  19 \$ 1,231.03 \$ 1,231.03  20 \$ 1,244.58 \$ 1,244.58  21 \$ 1,258.27 \$ 1,258.27  22 \$ 1,272.11 \$ 1,272.11  23 \$ 1,286.10 \$ 1,286.10  24 \$ 1,300.25 \$ 1,300.25  25 \$ 1,314.55 \$ 1,343.63  28 \$ 1,358.41 \$ 1,358.41  29 \$ 1,373.35 \$ 1,373.35	0	\$ 1,000.00	\$ 1,000.00
3       \$ 1,033.36       \$ 1,000.00         4       \$ 1,044.73       \$ 1,000.00         5       \$ 1,056.22       \$ 1,008.63         6       \$ 1,067.84       \$ 1,067.84         7       \$ 1,079.58       \$ 1,079.58         8       \$ 1,091.46       \$ 1,091.46         9       \$ 1,103.46       \$ 1,103.46         10       \$ 1,115.60       \$ 1,115.60         11       \$ 1,127.87       \$ 1,127.87         12       \$ 1,140.28       \$ 1,140.28         13       \$ 1,152.82       \$ 1,165.51         14       \$ 1,165.51       \$ 1,165.51         15       \$ 1,178.33       \$ 1,178.33         16       \$ 1,191.29       \$ 1,191.29         17       \$ 1,204.69       \$ 1,204.39         18       \$ 1,217.64       \$ 1,217.64         19       \$ 1,231.03       \$ 1,231.03         20       \$ 1,244.58       \$ 1,244.58         21       \$ 1,258.27       \$ 1,258.27         22       \$ 1,272.11       \$ 1,272.11         23       \$ 1,286.10       \$ 1,300.25         24       \$ 1,300.25       \$ 1,314.55         26       \$ 1,329.01       \$ 1,329.01	1	\$ 1,011.00	\$ 1,000.00
4       \$ 1,044.73       \$ 1,000.00         5       \$ 1,056.22       \$ 1,008.63         6       \$ 1,067.84       \$ 1,067.84         7       \$ 1,079.58       \$ 1,079.58         8       \$ 1,091.46       \$ 1,091.46         9       \$ 1,103.46       \$ 1,115.60         10       \$ 1,115.60       \$ 1,115.60         11       \$ 1,127.87       \$ 1,127.87         12       \$ 1,140.28       \$ 1,140.28         13       \$ 1,152.82       \$ 1,152.82         14       \$ 1,165.51       \$ 1,165.51         15       \$ 1,178.33       \$ 1,178.33         16       \$ 1,191.29       \$ 1,204.39         18       \$ 1,204.69       \$ 1,204.39         18       \$ 1,217.64       \$ 1,217.64         19       \$ 1,231.03       \$ 1,231.03         20       \$ 1,244.58       \$ 1,244.58         21       \$ 1,258.27       \$ 1,258.27         22       \$ 1,272.11       \$ 1,272.11         23       \$ 1,286.10       \$ 1,286.10         24       \$ 1,300.25       \$ 1,314.55         25       \$ 1,343.63       \$ 1,343.63         28       \$ 1,358.41       \$ 1,358.41	2	\$ 1,022.12	\$ 1,000.00
5       \$ 1,056.22       \$ 1,008.63         6       \$ 1,067.84       \$ 1,067.84         7       \$ 1,079.58       \$ 1,079.58         8       \$ 1,091.46       \$ 1,091.46         9       \$ 1,103.46       \$ 1,103.46         10       \$ 1,115.60       \$ 1,115.60         11       \$ 1,127.87       \$ 1,127.87         12       \$ 1,140.28       \$ 1,140.28         13       \$ 1,152.82       \$ 1,152.82         14       \$ 1,165.51       \$ 1,165.51         15       \$ 1,178.33       \$ 1,178.33         16       \$ 1,191.29       \$ 1,191.29         17       \$ 1,204.69       \$ 1,204.39         18       \$ 1,217.64       \$ 1,217.64         19       \$ 1,231.03       \$ 1,231.03         20       \$ 1,244.58       \$ 1,244.58         21       \$ 1,258.27       \$ 1,258.27         22       \$ 1,372.11       \$ 1,272.11         23       \$ 1,286.10       \$ 1,300.25         24       \$ 1,300.25       \$ 1,300.25         25       \$ 1,314.55       \$ 1,314.55         26       \$ 1,329.01       \$ 1,329.01         27       \$ 1,343.63       \$ 1,343.63	3	\$ 1,033.36	\$ 1,000.00
6       \$ 1,067.84       \$ 1,067.84         7       \$ 1,079.58       \$ 1,079.58         8       \$ 1,091.46       \$ 1,091.46         9       \$ 1,103.46       \$ 1,103.46         10       \$ 1,115.60       \$ 1,115.60         11       \$ 1,127.87       \$ 1,127.87         12       \$ 1,140.28       \$ 1,140.28         13       \$ 1,152.82       \$ 1,165.51         14       \$ 1,165.51       \$ 1,165.51         15       \$ 1,178.33       \$ 1,178.33         16       \$ 1,191.29       \$ 1,191.29         17       \$ 1,204.69       \$ 1,204.39         18       \$ 1,217.64       \$ 1,217.64         19       \$ 1,231.03       \$ 1,231.03         20       \$ 1,244.58       \$ 1,244.58         21       \$ 1,258.27       \$ 1,258.27         22       \$ 1,272.11       \$ 1,272.11         23       \$ 1,286.10       \$ 1,300.25         24       \$ 1,300.25       \$ 1,314.55         25       \$ 1,314.55       \$ 1,314.55         26       \$ 1,329.01       \$ 1,358.41         29       \$ 1,373.35       \$ 1,373.35	4	\$ 1,044.73	\$ 1,000.00
7       \$ 1,079.58       \$ 1,091.46         8       \$ 1,091.46       \$ 1,091.46         9       \$ 1,103.46       \$ 1,103.46         10       \$ 1,115.60       \$ 1,115.60         11       \$ 1,127.87       \$ 1,127.87         12       \$ 1,140.28       \$ 1,140.28         13       \$ 1,152.82       \$ 1,152.82         14       \$ 1,165.51       \$ 1,165.51         15       \$ 1,178.33       \$ 1,178.33         16       \$ 1,191.29       \$ 1,191.29         17       \$ 1,204.69       \$ 1,204.39         18       \$ 1,217.64       \$ 1,217.64         19       \$ 1,231.03       \$ 1,231.03         20       \$ 1,244.58       \$ 1,244.58         21       \$ 1,258.27       \$ 1,258.27         22       \$ 1,272.11       \$ 1,272.11         23       \$ 1,286.10       \$ 1,286.10         24       \$ 1,300.25       \$ 1,300.25         25       \$ 1,314.55       \$ 1,314.55         26       \$ 1,329.01       \$ 1,329.01         27       \$ 1,343.63       \$ 1,343.63         28       \$ 1,373.35       \$ 1,373.35	5	\$ 1,056.22	\$ 1,008.63
8       \$ 1,091.46       \$ 1,091.46         9       \$ 1,103.46       \$ 1,103.46         10       \$ 1,115.60       \$ 1,115.60         11       \$ 1,127.87       \$ 1,127.87         12       \$ 1,140.28       \$ 1,140.28         13       \$ 1,152.82       \$ 1,152.82         14       \$ 1,165.51       \$ 1,165.51         15       \$ 1,178.33       \$ 1,178.33         16       \$ 1,191.29       \$ 1,191.29         17       \$ 1,204.69       \$ 1,204.39         18       \$ 1,217.64       \$ 1,217.64         19       \$ 1,231.03       \$ 1,231.03         20       \$ 1,244.58       \$ 1,244.58         21       \$ 1,258.27       \$ 1,258.27         22       \$ 1,272.11       \$ 1,272.11         23       \$ 1,286.10       \$ 1,286.10         24       \$ 1,300.25       \$ 1,300.25         25       \$ 1,314.55       \$ 1,314.55         26       \$ 1,329.01       \$ 1,329.01         27       \$ 1,343.63       \$ 1,343.63         28       \$ 1,373.35       \$ 1,373.35	6	\$ 1,067.84	\$ 1,067.84
9       \$ 1,103.46       \$ 1,103.46         10       \$ 1,115.60       \$ 1,115.60         11       \$ 1,127.87       \$ 1,127.87         12       \$ 1,140.28       \$ 1,140.28         13       \$ 1,152.82       \$ 1,152.82         14       \$ 1,165.51       \$ 1,165.51         15       \$ 1,178.33       \$ 1,178.33         16       \$ 1,191.29       \$ 1,191.29         17       \$ 1,204.69       \$ 1,204.39         18       \$ 1,217.64       \$ 1,217.64         19       \$ 1,231.03       \$ 1,231.03         20       \$ 1,244.58       \$ 1,244.58         21       \$ 1,258.27       \$ 1,258.27         22       \$ 1,272.11       \$ 1,272.11         23       \$ 1,286.10       \$ 1,286.10         24       \$ 1,300.25       \$ 1,300.25         25       \$ 1,314.55       \$ 1,314.55         26       \$ 1,329.01       \$ 1,329.01         27       \$ 1,343.63       \$ 1,343.63         28       \$ 1,373.35       \$ 1,373.35	7	\$ 1,079.58	\$ 1,079.58
10       \$ 1,115.60       \$ 1,115.60         11       \$ 1,127.87       \$ 1,127.87         12       \$ 1,140.28       \$ 1,140.28         13       \$ 1,152.82       \$ 1,152.82         14       \$ 1,165.51       \$ 1,165.51         15       \$ 1,178.33       \$ 1,178.33         16       \$ 1,191.29       \$ 1,191.29         17       \$ 1,204.69       \$ 1,204.39         18       \$ 1,217.64       \$ 1,217.64         19       \$ 1,231.03       \$ 1,231.03         20       \$ 1,244.58       \$ 1,244.58         21       \$ 1,258.27       \$ 1,258.27         22       \$ 1,272.11       \$ 1,272.11         23       \$ 1,286.10       \$ 1,286.10         24       \$ 1,300.25       \$ 1,314.55         25       \$ 1,314.55       \$ 1,314.55         26       \$ 1,329.01       \$ 1,329.01         27       \$ 1,343.63       \$ 1,343.63         28       \$ 1,358.41       \$ 1,358.41         29       \$ 1,373.35       \$ 1,373.35	8	\$ 1,091.46	\$ 1,091.46
11       \$ 1,127.87       \$ 1,127.87         12       \$ 1,140.28       \$ 1,140.28         13       \$ 1,152.82       \$ 1,152.82         14       \$ 1,165.51       \$ 1,165.51         15       \$ 1,178.33       \$ 1,178.33         16       \$ 1,191.29       \$ 1,191.29         17       \$ 1,204.69       \$ 1,204.39         18       \$ 1,217.64       \$ 1,217.64         19       \$ 1,231.03       \$ 1,231.03         20       \$ 1,244.58       \$ 1,244.58         21       \$ 1,258.27       \$ 1,258.27         22       \$ 1,272.11       \$ 1,272.11         23       \$ 1,286.10       \$ 1,286.10         24       \$ 1,300.25       \$ 1,314.55         25       \$ 1,314.55       \$ 1,314.55         26       \$ 1,329.01       \$ 1,329.01         27       \$ 1,343.63       \$ 1,343.63         28       \$ 1,358.41       \$ 1,358.41         29       \$ 1,373.35       \$ 1,373.35	9	\$ 1,103.46	\$ 1,103.46
12       \$ 1,140.28       \$ 1,140.28         13       \$ 1,152.82       \$ 1,152.82         14       \$ 1,165.51       \$ 1,165.51         15       \$ 1,178.33       \$ 1,178.33         16       \$ 1,191.29       \$ 1,191.29         17       \$ 1,204.69       \$ 1,204.39         18       \$ 1,217.64       \$ 1,217.64         19       \$ 1,231.03       \$ 1,231.03         20       \$ 1,244.58       \$ 1,244.58         21       \$ 1,258.27       \$ 1,258.27         22       \$ 1,272.11       \$ 1,272.11         23       \$ 1,286.10       \$ 1,286.10         24       \$ 1,300.25       \$ 1,300.25         25       \$ 1,314.55       \$ 1,314.55         26       \$ 1,329.01       \$ 1,329.01         27       \$ 1,343.63       \$ 1,343.63         28       \$ 1,358.41       \$ 1,358.41         29       \$ 1,373.35       \$ 1,373.35	10	\$ 1,115.60	\$ 1,115.60
13       \$ 1,152.82       \$ 1,165.51         14       \$ 1,165.51       \$ 1,165.51         15       \$ 1,178.33       \$ 1,178.33         16       \$ 1,191.29       \$ 1,191.29         17       \$ 1,204.69       \$ 1,204.39         18       \$ 1,217.64       \$ 1,217.64         19       \$ 1,231.03       \$ 1,231.03         20       \$ 1,244.58       \$ 1,244.58         21       \$ 1,258.27       \$ 1,258.27         22       \$ 1,272.11       \$ 1,272.11         23       \$ 1,286.10       \$ 1,286.10         24       \$ 1,300.25       \$ 1,300.25         25       \$ 1,314.55       \$ 1,314.55         26       \$ 1,329.01       \$ 1,329.01         27       \$ 1,343.63       \$ 1,343.63         28       \$ 1,358.41       \$ 1,358.41         29       \$ 1,373.35       \$ 1,373.35	11	\$ 1,127.87	\$ 1,127.87
14       \$ 1,165.51       \$ 1,165.51         15       \$ 1,178.33       \$ 1,178.33         16       \$ 1,191.29       \$ 1,191.29         17       \$ 1,204.69       \$ 1,204.39         18       \$ 1,217.64       \$ 1,217.64         19       \$ 1,231.03       \$ 1,231.03         20       \$ 1,244.58       \$ 1,244.58         21       \$ 1,258.27       \$ 1,258.27         22       \$ 1,272.11       \$ 1,272.11         23       \$ 1,286.10       \$ 1,286.10         24       \$ 1,300.25       \$ 1,300.25         25       \$ 1,314.55       \$ 1,314.55         26       \$ 1,329.01       \$ 1,329.01         27       \$ 1,343.63       \$ 1,343.63         28       \$ 1,358.41       \$ 1,358.41         29       \$ 1,373.35       \$ 1,373.35	12	\$ 1,140.28	\$ 1,140.28
15       \$ 1,178.33       \$ 1,178.33         16       \$ 1,191.29       \$ 1,191.29         17       \$ 1,204.69       \$ 1,204.39         18       \$ 1,217.64       \$ 1,217.64         19       \$ 1,231.03       \$ 1,231.03         20       \$ 1,244.58       \$ 1,244.58         21       \$ 1,258.27       \$ 1,258.27         22       \$ 1,272.11       \$ 1,272.11         23       \$ 1,286.10       \$ 1,286.10         24       \$ 1,300.25       \$ 1,300.25         25       \$ 1,314.55       \$ 1,314.55         26       \$ 1,329.01       \$ 1,329.01         27       \$ 1,343.63       \$ 1,343.63         28       \$ 1,358.41       \$ 1,358.41         29       \$ 1,373.35       \$ 1,373.35	13	\$ 1,152.82	\$ 1,152.82
16       \$ 1,191.29       \$ 1,191.29         17       \$ 1,204.69       \$ 1,204.39         18       \$ 1,217.64       \$ 1,217.64         19       \$ 1,231.03       \$ 1,231.03         20       \$ 1,244.58       \$ 1,244.58         21       \$ 1,258.27       \$ 1,258.27         22       \$ 1,272.11       \$ 1,272.11         23       \$ 1,286.10       \$ 1,286.10         24       \$ 1,300.25       \$ 1,300.25         25       \$ 1,314.55       \$ 1,314.55         26       \$ 1,329.01       \$ 1,329.01         27       \$ 1,343.63       \$ 1,343.63         28       \$ 1,358.41       \$ 1,358.41         29       \$ 1,373.35       \$ 1,373.35	14	\$ 1,165.51	\$ 1,165.51
17       \$ 1,204.69       \$ 1,204.39         18       \$ 1,217.64       \$ 1,217.64         19       \$ 1,231.03       \$ 1,231.03         20       \$ 1,244.58       \$ 1,244.58         21       \$ 1,258.27       \$ 1,258.27         22       \$ 1,272.11       \$ 1,272.11         23       \$ 1,286.10       \$ 1,386.10         24       \$ 1,300.25       \$ 1,300.25         25       \$ 1,314.55       \$ 1,314.55         26       \$ 1,329.01       \$ 1,329.01         27       \$ 1,343.63       \$ 1,343.63         28       \$ 1,358.41       \$ 1,358.41         29       \$ 1,373.35       \$ 1,373.35	15	\$ 1,178.33	\$ 1,178.33
18       \$ 1,217.64       \$ 1,217.64         19       \$ 1,231.03       \$ 1,231.03         20       \$ 1,244.58       \$ 1,244.58         21       \$ 1,258.27       \$ 1,258.27         22       \$ 1,272.11       \$ 1,272.11         23       \$ 1,286.10       \$ 1,286.10         24       \$ 1,300.25       \$ 1,300.25         25       \$ 1,314.55       \$ 1,314.55         26       \$ 1,329.01       \$ 1,329.01         27       \$ 1,343.63       \$ 1,343.63         28       \$ 1,358.41       \$ 1,358.41         29       \$ 1,373.35       \$ 1,373.35	16	\$ 1,191.29	\$ 1,191.29
19       \$ 1,231.03       \$ 1,231.03         20       \$ 1,244.58       \$ 1,244.58         21       \$ 1,258.27       \$ 1,258.27         22       \$ 1,272.11       \$ 1,272.11         23       \$ 1,286.10       \$ 1,286.10         24       \$ 1,300.25       \$ 1,300.25         25       \$ 1,314.55       \$ 1,314.55         26       \$ 1,329.01       \$ 1,329.01         27       \$ 1,343.63       \$ 1,343.63         28       \$ 1,358.41       \$ 1,358.41         29       \$ 1,373.35       \$ 1,373.35	17	\$ 1,204.69	\$ 1,204.39
20       \$ 1,244.58       \$ 1,244.58         21       \$ 1,258.27       \$ 1,258.27         22       \$ 1,272.11       \$ 1,272.11         23       \$ 1,286.10       \$ 1,286.10         24       \$ 1,300.25       \$ 1,300.25         25       \$ 1,314.55       \$ 1,314.55         26       \$ 1,329.01       \$ 1,329.01         27       \$ 1,343.63       \$ 1,343.63         28       \$ 1,358.41       \$ 1,358.41         29       \$ 1,373.35       \$ 1,373.35	18	\$ 1,217.64	\$ 1,217.64
21       \$ 1,258.27       \$ 1,258.27         22       \$ 1,272.11       \$ 1,272.11         23       \$ 1,286.10       \$ 1,286.10         24       \$ 1,300.25       \$ 1,300.25         25       \$ 1,314.55       \$ 1,314.55         26       \$ 1,329.01       \$ 1,329.01         27       \$ 1,343.63       \$ 1,343.63         28       \$ 1,358.41       \$ 1,358.41         29       \$ 1,373.35       \$ 1,373.35	19	\$ 1,231.03	\$ 1,231.03
22       \$ 1,272.11       \$ 1,272.11         23       \$ 1,286.10       \$ 1,286.10         24       \$ 1,300.25       \$ 1,300.25         25       \$ 1,314.55       \$ 1,314.55         26       \$ 1,329.01       \$ 1,329.01         27       \$ 1,343.63       \$ 1,343.63         28       \$ 1,358.41       \$ 1,358.41         29       \$ 1,373.35       \$ 1,373.35	20	\$ 1,244.58	\$ 1,244.58
23       \$ 1,286.10       \$ 1,286.10         24       \$ 1,300.25       \$ 1,300.25         25       \$ 1,314.55       \$ 1,314.55         26       \$ 1,329.01       \$ 1,329.01         27       \$ 1,343.63       \$ 1,343.63         28       \$ 1,358.41       \$ 1,358.41         29       \$ 1,373.35       \$ 1,373.35	21	\$ 1,258.27	\$ 1,258.27
24       \$ 1,300.25       \$ 1,300.25         25       \$ 1,314.55       \$ 1,314.55         26       \$ 1,329.01       \$ 1,329.01         27       \$ 1,343.63       \$ 1,343.63         28       \$ 1,358.41       \$ 1,358.41         29       \$ 1,373.35       \$ 1,373.35	22	\$ 1,272.11	\$ 1,272.11
25       \$ 1,314.55       \$ 1,314.55         26       \$ 1,329.01       \$ 1,329.01         27       \$ 1,343.63       \$ 1,343.63         28       \$ 1,358.41       \$ 1,358.41         29       \$ 1,373.35       \$ 1,373.35	23	\$ 1,286.10	\$ 1,286.10
26       \$ 1,329.01       \$ 1,329.01         27       \$ 1,343.63       \$ 1,343.63         28       \$ 1,358.41       \$ 1,358.41         29       \$ 1,373.35       \$ 1,373.35	24	\$ 1,300.25	\$ 1,300.25
27       \$ 1,343.63       \$ 1,343.63         28       \$ 1,358.41       \$ 1,358.41         29       \$ 1,373.35       \$ 1,373.35	25	\$ 1,314.55	\$ 1,314.55
28       \$ 1,358.41       \$ 1,358.41         29       \$ 1,373.35       \$ 1,373.35	26	\$ 1,329.01	\$ 1,329.01
29 \$ 1,373.35 \$ 1,373.35	27	\$ 1,343.63	\$ 1,343.63
	28	\$ 1,358.41	\$ 1,358.41
30 \$ 1,388.46 \$ 1,388.46	29	\$ 1,373.35	\$ 1,373.35
	30	\$ 1,388.46	\$ 1,388.46

[12345678]

## **ANNUITY OPTION TABLES**

Basis of Calculations. The payment amounts illustrated in the Annuity Option Tables are based on the [sex distinct] Annuity 2000 Mortality Table and 1.5% annual effective interest rate. The attained age on the Maturity Date will be adjusted downward by one year for each full five year period that has elapsed since January 1, 2000.

OPTION 1 - TABLE A: MONTHLY PAYMENTS FOR EACH \$1,000 OF THE NET SUM PAYABLE.

Multiply the monthly payment by 2.993 to obtain the quarterly payment, by 5.969 to obtain the semi-annual payment and by 11.868 to obtain the annual payment.

Number of Years Payments Will be Paid	Monthly Payment Amount
1	\$ 83.90
2	\$ 42.26
3	\$ 28.39
4	\$ 21.45
5	\$ 17.28
6	\$ 14.51
7	\$ 12.53
8	\$ 11.04
9	\$ 9.89
10	\$ 8.96
11	\$ 8.21
12	\$ 7.58
13	\$ 7.05
14	\$ 6.59
15	\$ 6.20
16	\$ 5.85
17	\$ 5.55
18	\$ 5.27
19	\$ 5.03
20	\$ 4.81
21	\$ 4.62
22	\$ 4.44
23	\$ 4.28
24	\$ 4.13
25	\$ 3.99
26	\$ 3.86
27	\$ 3.75
28	\$ 3.64
29	\$ 3.54
30	\$ 3.44

**CONTRACT NUMBER** 

[12345678]

## **ANNUITY OPTION TABLES (Continued)**

OPTION 2 OR 3 - TABLE B, C AND D: MONTHLY PAYMENT FOR LIFE FOR EACH \$1,000.00 OF THE NET SUM PAYABLE
Adjusted Age means the age of the Annuitant on birthday prior to the due date of the first payment. For Tables B and C,
multiply the monthly payment by 2.993 to obtain the quarterly payment, by 5.969 to obtain the semi-annual payment,
and by 11.868 to obtain the annual payment. For Table D, amounts for payments other than monthly are available on
request.

	[MALE]				[FEMALE]				
Annuitant's Adjusted Age Upon Settlement	TABLE B Guaranteed Period 10 Years and Life	TABLE C Guaranteed Period 20 Years and Life	TABLE D Life Only	Annuitant's Adjusted Age Upon Settlement	TABLE B Guaranteed Period 10 Years and Life	TABLE C Guaranteed Period 20 Years and Life	TABLE D Life Only		
[46	\$2.98	\$2.93	\$2.99	46	\$2.78	\$2.76	\$2.79		
47	3.04	2.98	3.05	47	2.83	2.80	2.84		
48	3.10	3.03	3.11	48	2.88	2.85	2.89		
49	3.16	3.09	3.18	49	2.94	2.90	2.94		
50	3.22	3.14	3.25	50	2.99	2.95	3.00		
51	3.29	3.20	3.32	51	3.05	3.00	3.06		
52	3.36	3.26	3.39	52	3.11	3.06	3.13		
53	3.44	3.32	3.47	53	3.18	3.12	3.19		
54	3.51	3.39	3.55	54	3.25	3.18	3.26		
55	3.60	3.45	3.64	55	3.32	3.24	3.34		
56	3.68	3.52	3.73	56	3.39	3.30	3.42		
57	3.77	3.58	3.82	57	3.47	3.37	3.50		
58	3.87	3.65	3.93	58	3.56	3.44	3.59		
59	3.97	3.72	4.03	59	3.64	3.51	3.68		
60	4.08	3.79	4.15	60	3.74	3.58	3.78		
61	4.19	3.86	4.27	61	3.84	3.66	3.88		
62	4.30	3.93	4.40	62	3.94	3.73	3.99		
63	4.43	4.00	4.54	63	4.05	3.81	4.11		
64	4.56	4.07	4.69	64	4.16	3.88	4.23		
65	4.69	4.14	4.85	65	4.29	3.96	4.37		
66	4.83	4.21	5.02	66	4.41	4.04	4.51		
67	4.98	4.27	5.20	67	4.55	4.11	4.66		
68	5.13	4.33	5.40	68	4.69	4.19	4.83		
69	5.29	4.39	5.60	69	4.84	4.26	5.00		
70	5.45	4.44	5.82	70	5.00	4.33	5.19		
71	5.62	4.49	6.06	71	5.17	4.39	5.40		
72	5.79	4.54	6.30	72	5.34	4.45	5.62		
73	5.97	4.58	6.57	73	5.53	4.51	5.86		
74	6.15	4.62	6.85	74	5.72	4.55	6.11		
75	6.33	4.65	7.16	75	5.91	4.60	6.39		
76	6.51	4.68	7.48	76	6.11	4.64	6.69		
77	6.69	4.71	7.83	77	6.32	4.67	7.02		
78	6.87	4.73	8.20	78	6.52	4.70	7.37		
79	7.05	4.75	8.60	79	6.73	4.73	7.75		
+ 08	7.23	4.76	9.02	80+	6.94	4.75	8.17]		



**Contract Number:** [12345678]

AMERICAN NATIONAL INSURANCE COMPANY
HOME OFFICE: [ONE MOODY PLAZA, GALVESTON TX 77550]
ADMINISTRATIVE OFFICE: [ONE MOODY PLAZA, GALVESTON TX 77550]

TELEPHONE NUMBER [(409) 763-4661]

(The contact information above is available for Policyholders to make inquiries or obtain information about coverage and provide assistance in resolving complaints.)

### READ THIS CONTRACT CAREFULLY - WE WANT YOU TO UNDERSTAND THE BENEFITS PROVIDED

This Contract is issued in consideration of Our receipt of the Application and initial Premium payment. This is a legal contract that You have entered into with American National Insurance Company.

**Right to Examine.** [No later than thirty (30) days after this Contract is delivered, You may cancel it by returning this Contract, with a Written Request to cancel, to Our Administrative Office or the agent who took the Application. Upon Our receipt of this Contract and request to cancel, We will refund the Premiums paid, less any Partial Withdrawals, and this Contract shall be void from the beginning.]

Important Notice for Same-Sex Spouses (where recognized). Pursuant to the Federal Defense of Marriage Act ("DOMA"), same-sex marriages are not recognized for purposes of federal tax law. Therefore, favorable tax treatment provided by federal law to an opposite-sex spouse is NOT available to same-sex spouses. Same-sex spouses should consult a tax advisor prior to exercising any rights under an annuity.

This Contract provides a Death Benefit upon the Death of the Owner while this Contract is In Force. The amount of the Death Benefit will be based on the Annuity Value as of the date We receive Proof of Death.

At any time while this Contract is In Force, You may elect to Surrender this Contract and receive the Surrender Value as a single lump sum or You may apply the Surrender Value to an Annuity Option as described in this Contract.

Neither American National Insurance Company nor any of its agents or representatives may give legal, accounting, or tax advice. We recommend that You consult with Your own attorney, accountant, or tax advisor to determine the suitability of this annuity in Your situation.

This Contract is signed for American National Insurance Company at [Galveston, Texas], by

[J. Mark Flippin, Secretary]

[James E. Pozzi, President]

INDIVIDUAL FLEXIBLE PREMIUM FIXED DEFERRED ANNUITY
WAIVER OF SURRENDER CHARGES DUE TO CONFINEMENT OR DISABILITY
DEATH BENEFIT PAYABLE UPON THE DEATH OF THE OWNER
ANNUITY PAYMENTS STARTING ON THE MATURITY DATE
NONPARTICPATING

Form WQ712

# **TABLE OF CONTENTS**

SECTION	PAGE
Data Section	(follows page 2)
General Definitions	3
Contract and Interested Persons	4
General Provisions	5
Premium	6
Annuity Value	6
Surrender	7
Waiver of Surrender Charges	8
Death Benefits	9
Maturity Date	10
Annuity Options	10
General Provisions Relating to Annuity Options	11
Alphabetical Guide to Contract Provisions	13

### **GENERAL DEFINITIONS**

**Application.** The Application includes the document so labeled and any supplemental applications or applications for riders or additional benefits.

Adjusted Age. The Annuitant's age as of the last birthday prior to the date an Annuity Option is selected, adjusted downward by one year for each full five year period that has elapsed since January 1, 2000.

Business Day. A Business Day is any day that Our Administrative Office is open.

**Contract Year.** The first Contract Year is the same month and day as the Date of Issue in the next calendar year. Each succeeding Contract Year begins on the same date of each calendar year.

**Date of Issue.** The date this Contract is issued to the Owner. The Date of Issue is shown in the Data Section. Contract Years are measured from this date.

In Force. The status of this Contract until it is terminated in accordance with the Termination provision.

Natural Person. A human being only; not a trust, a corporation, or any other legally recognized entity.

**Physician.** A person legally licensed to practice medicine or psychology and acting within the scope of his or her license, issued by the jurisdiction in the United States of America in which the services are rendered, to treat an injury or illness casing Disability. The definition of a Physician excludes the Owner, Joint Owner, Annuitant, or any Assignee or member of the Owner, Joint Owner, Annuitant, or Assignee's immediate family. Immediate family includes parents, step-parents, grandparents, spouse, domestic partner, children (natural, adopted, or step), siblings, grandchildren, or in-laws.

**Surrender Charge Period.** The period of time starting on the Date of Issue and ending when the Surrender Charge Percentage first becomes zero.

We, Us, Our. American National Insurance Company.

Written Request. A request in writing, in a form satisfactory to Us, and received by Us at Our Administrative Office.

You, Your. The Owner and any Joint Owner. If the Owner is not identified in the Application, the Annuitant will be the Owner. The Owner is entitled to exercise the rights and privileges of this Contract. If Joint Owners are named in the Application, all references in this Contract to "You", "Your", or "Owner" shall mean the Joint Owners.

### **CONTRACT AND INTERESTED PERSONS**

Entire Contract. This Contract form, together with the Application and any attached riders, endorsements or amendments, constitute the Entire Contract. All statements made in the Application, in the absence of fraud, will be deemed representations and not warranties. No statement made by or by the authority of the applicant will be used to contest this Contract or to defend a claim unless it is made on the Application. Only the President, a Vice President, or the Secretary of American National Insurance Company has the authority to bind Us or to make any change in this Contract. Any change to the Contract will be by endorsement signed by one of the above-named officers and provided to You and any Assignee of record for attachment to the Contract. No agent or person other than the above named officers has the authority to change or modify this Contract or waive any its provisions.

To assure that this Contract will maintain its status as an annuity under the Internal Revenue Code, We reserve the right to change this Contract to comply with future changes in the Internal Revenue Code, any regulations or rulings issued thereunder, and any requirements otherwise imposed by the Internal Revenue Service. You and any Assignee of record will be sent a copy of any such amendment.

**Owner.** You are the Owner of this Contract. You have all rights and may receive all benefits under this Contract. The Owner is the Person designated as such on the Date of Issue, unless changed. Any change of Owner is subject to Our underwriting rules with respect to issue age. You may exercise all rights of this Contract while it is In Force, subject to the rights of

- (a) any Assignee under an assignment filed with Us, and
- (b) any irrevocably named Beneficiary.

**Joint Owner.** A Contract can be owned by Joint Owners. The Joint Owner is the Person designated as such on the Date of Issue, unless changed. Joint Owners have equal ownership rights and must both authorize any exercise of ownership rights unless otherwise allowed by Us.

Annuitant. The Annuitant is the Natural Person on whose life annuity benefit payments under an Annuity Option are based. The Annuitant is the Natural Person designated by You in the Application, unless changed in accordance with the Change of Owner, Beneficiary, or Annuitant provision. Such a change will be subject to Our underwriting rules with respect to issue age. The Annuitant may not be changed if this Contract is owned by a non-Natural Person. If this Contract is owned by a non-Natural Person, the death of the Annuitant will be treated as the death of the Owner and a new Annuitant may not be designated.

Beneficiary. The Beneficiary is the person or entity who receives the Death Benefit of this Contract if the Owner or Joint Owner dies. If this Contract is jointly owned, upon the death of the Owner or Joint Owner, the surviving Owner will become the Beneficiary. Any other Beneficiary designation will be treated as a contingent Beneficiary unless otherwise indicated in a Written Request filed with Us. If You name more than one Person as Beneficiary or as contingent Beneficiary, and do not state otherwise on the Application or in a Written Request to Us, any non-survivors will not receive a benefit. The survivors will receive equal shares. No contingent Beneficiary has any rights under this Contract while any Beneficiary is still alive. If there are no surviving Beneficiaries, any Death Benefit will be payable to the estate of the person whose death causes the Death Benefit to become payable.

**Irrevocable Beneficiary.** Once declared by the Owner, the Owner may only modify an Irrevocable Beneficiary with their written consent. An Irrevocable Beneficiary must approve the Owner's actions to exercise rights and privileges of this Contract, in writing, as described in the Contract.

Change of Owner, Beneficiary or Annuitant. While this Contract is In Force, You may, subject to the approval of any Irrevocable Beneficiary and/or Assignee and subject to Our underwriting rules with respect to issue age, change the Owner, Joint Owner, Beneficiary, contingent Beneficiary, or Annuitant by Written Request. Unless otherwise specified by You, the change will be effective, following Our receipt of the Written Request, as of the date the Written Request is signed. Naming a new Beneficiary will revoke any previously named Beneficiary unless Your written instruction indicates otherwise. The change will not affect any payments We make or actions We take prior to the time We receive the Written Request.

Form WQ712

Assignment. You may assign this Contract at any time while it is In Force. The Assignment must be in writing and a copy must be filed at Our Administrative Office. Your rights and those of any revocably named person will be subject to the Assignment. Unless otherwise specified by You, Assignment of this Contract will take effect on the date the Written Request is signed. An Assignment will not affect any payments We make or actions We take before We receive the Assignment. We are not responsible for the validity of any Assignment.

Assignee. The Natural Person or legal entity to whom/which this Contract is assigned to under the Assignment provision. The Assignee's rights under this Contract will supersede those of the Beneficiary and of the Owner.

**Premium Payer.** The person responsible for payment of Premiums for this Contract. The Premium Payer has no Ownership rights under this Contract unless the Premium Payer is also the Owner.

### **GENERAL PROVISIONS**

Conformity with State Law. This Contract is subject to the laws of the jurisdiction where it is delivered. If any provision of this Contract is contrary to any such law, such provision is amended to conform to the minimum standards of such law.

**Evidence of Age, Sex or Survival.** If Our action under a Contract provision is based on the age, sex, or survival of any person, We may require evidence of the particular fact before We act under that provision.

**Incontestability.** This Contract will not be contestable after it has been In Force during Your lifetime for two years after the Date of Issue provided, however, that We may contest this Contract at any time for provisions within this Contract related to benefits in the event of total and permanent disability.

We may only contest this Contract under this provision based on a material misstatement or omission by the Owner on the Application.

Misstatement of Age or Sex. If the age or sex of the Owner, Joint Owner, or Annuitant has been misstated, We will compute any amount payable based on the correct age and sex. If annuity benefit payments have begun, any underpayment(s) that have been made will be paid in full with the next annuity benefit payment. Any overpayment(s), unless repaid to Us in one sum, will be deducted from future annuity benefit payments, withdrawals, and commutations until We are repaid in full. In calculating the amount of underpayment or overpayment, interest will be included at the Minimum Guaranteed Interest Rate shown in the Data Section but not to exceed 6%.

Non-Participating. This Contract does not participate in Our divisible surplus.

**Proof of Death.** If a Contract provision relates to the death of a Natural Person, We will require Proof of Death before We will act under that provision. Proof of Death is:

- (a) a certified death certificate; or
- (b) a certified decree of a court of competent jurisdiction as to the finding of death; or
- (c) a written statement by a medical doctor who attended the deceased; or
- (d) any other document constituting proof of death under applicable state law.

**Protection of Proceeds.** To the extent permitted by law, no payments are subject to the debts of any Beneficiary or to any judicial process for payment of those debts.

**Regulatory Requirements.** All values payable under this Contract will not be less than the minimum benefits required by the laws and regulations of the state in which this Contract is delivered.

Reports. At least once each Contract Year and without charge, We will send You a report that shows:

- · The beginning and end dates of the current report period;
- The Annuity Value at the beginning and end of the current report period;
- Any amounts, identified by type, credited or debited during the current report period;
- The Surrender Value at the end of the current report period;
- The amount of the Death Benefit at the end of the current report period.

Additional Reports may be requested at any time by sending a Written Request to Our Administrative Office. We reserve the right to assess a fee, not to exceed \$25 for the preparation of additional Reports.

We will also send any other reports that may be required by law.

Taxes. Any taxes paid to any governmental entity relating to this Contract will be deducted from the Premium or Annuity Value. We may, at Our sole discretion, delay the deduction until a later date. By not deducting tax payments at the time of Our payment, We do not waive any right We may have to deduct amounts at a later date. We will determine when taxes relate to this Contract. We will deduct from any payment under this Contract any withholding taxes required by applicable law.

Termination. This Contract will terminate upon the earliest of the following:

- (1) The date on which this Contract is surrendered.
- (2) The Maturity Date.
- (3) The date on which this Contract's Death Benefit is paid.
- (4) The date on which an Annuity Option becomes effective.
- (5) The date on which the Annuity Value is returned to You in accordance with the Annuity Value or Systematic Withdrawal provisions.

## **PREMIUM**

Premium. The initial Premium is the consideration for this Contract and is due on the Date of Issue. It must be paid at Our Administrative Office in United States currency. Coverage under this Contract does not take effect until We have accepted the initial Premium during Your lifetime. This Contract is an individual flexible premium fixed deferred annuity; after the initial Premium payment, You may make additional Premium payments at any time while this Contract is In Force. The total amount of Premium payments received over the lifetime of this Contract may not exceed \$1,000,000 in the aggregate without Our prior approval. All Premium payments paid into this Contract will be allocated to Our general account, and all benefits will be paid from Our general account.

### **ANNUITY VALUE**

**Net Annuity Premium.** The Net Annuity Premium is the Premium payment less any applicable federal or state premium taxes payable on this Contract which have not otherwise been deducted or offset.

Annuity Value. The Annuity Value of this Contract is:

- the total amount of Net Annuity Premium; plus
- · credited interest: less
- any Partial and/or Systematic Withdrawal and associated Surrender Charges.

The Net Annuity Premium for each Premium payment received will be credited to the Annuity Value as of the date such Premium payment is received. Partial and/or Systematic Withdrawals and associated Surrender Charges will be deducted from the Annuity Value as of the date of each Partial and/or Systematic Withdrawal.

We may return Your Annuity Value and terminate the Contract if the Annuity Value falls below \$2,000.

Accumulation Interest Rate. The interest rate used in computing the Annuity Value will be determined by Us. We guarantee that the Accumulation Interest Rate will not be less than the Minimum Guaranteed Interest Rate shown in the Data Section. The Accumulation Interest Rate will be effective until a new Accumulation Interest Rate is declared by Us.

Interest Crediting. Your initial Premium payment will earn interest at the declared Accumulation Interest Rate for a period of 2 years from the date We receive Your Premium payment. Each subsequent Premium payment will earn interest at the then declared Accumulation Interest Rate for a 2 year period from the date of receipt. Following the initial interest crediting period on any Premium payment, interest will be credited at a rate determined by Us annually prior to the anniversary of that Premium payment. Interest is calculated on a compound method assuming a 365 day year.

Form WQ712 6

### **SURRENDER**

At any time while this Contract is In Force, You may Surrender this Contract for its Surrender Value, withdraw a portion of this Contract's Annuity Value, or schedule Systematic Withdrawals from this Contract's Annuity Value. Any Surrender, Partial Withdrawal, or Systematic Withdrawal will be paid to You. A Written Request is required for any Surrender or withdrawal.

**Deferral of Payment.** We have a right to postpone the payment of any Surrender, Partial Withdrawal, or Systematic Withdrawal for up to 6 months from the date We receive the Written Request for such action. Such delay requires written request to and prior written approval from the regulatory authority over annuity contracts for the state in which this Contract was issued for delivery; We will notify You if there is to be a delay.

**Surrender Value.** The Surrender Value of this Contract is equal to the Annuity Value minus any applicable Surrender Charge and minus any applicable federal or state premium taxes which have otherwise been deducted or offset. The Surrender Value will never be less than the Guaranteed Surrender Value shown in the Data Section, reduced for any applicable federal or state premium taxes which have not otherwise been deducted or offset.

Principal Guarantee. We guarantee that the Surrender Value of this Contract will never be less than:

- the total amount of Premiums paid; minus
- the total amount of any Partial Withdrawals, Systematic Withdrawals, Required Minimum Distributions (for pension qualified contracts), and any applicable Surrender Charges related thereto; minus
- any Taxes which have not otherwise been deducted or offset.

**Surrender Charge.** Any Surrender, Partial Withdrawal, or Systematic Withdrawal is subject to a Surrender Charge during the Surrender Charge Period.

The Surrender Charge will be based on the amount surrendered or withdrawn (reduced by the amount of any remaining Surrender-Charge-Free Withdrawal Amount for the Contract Year) and will be deducted from such amount.

The Surrender Charge is computed by multiplying the applicable Surrender Charge Percentage shown in the Data Section by the excess, if any, of (A) over (B), where:

- (A) is equal to the Annuity Value for a full Surrender or the amount of a Partial Withdrawal; and
- (B) is equal to any remaining Surrender-Charge-Free Withdrawal Amount for the Contract Year, but not to exceed (A).

**Surrender**. If You elect to Surrender this Contract, We will pay You the Surrender Value and this Contract will terminate.

The Written Request for Surrender must be accompanied by this Contract.

Partial Withdrawals. You may make one or more Partial Withdrawals of a portion of the Annuity Value. Your Written Request must indicate the amount to be paid to You. Each Partial Withdrawal must be for an amount not less than \$250. This Contract will remain In Force after a Partial Withdrawal.

**Systematic Withdrawals.** You may systematically withdraw a portion of this Contract's Annuity Value. Systematic Withdrawals can be set to begin on the Date of Issue or at a specified future date. There are two types of Systematic Withdrawals:

(1) Interest Only.

The Interest Only option consists of interest that has accrued on the Annuity Value.

(2) Fixed Amount.

The Fixed Amount option first uses interest that has accrued on the Annuity Value. Once the accrued interest is depleted, the Fixed Amount option will deduct from the sum of Net Annuity Premiums. When the Contract's Annuity Value is no longer sufficient to support the fixed amount:

- the option will cease;
- · We will pay the remaining Annuity Value; and
- this Contract will terminate.

Your Written Request for Systematic Withdrawals must indicate the date You request the withdrawals to begin, the amount, and type of withdrawal desired. You may also stop either option by sending Written Request.

The minimum payment for either Systematic Withdrawal option is \$100. If the payment for the Interest Only option is less than \$100, the payment will not be made until the next scheduled withdrawal date. Withdrawal dates are available on a monthly, quarterly, semi-annual, or annual basis. You may change the withdrawal dates at any time by sending Written Request.

The availability of Partial Withdrawals is not affected by Systematic Withdrawals.

**Surrender-Charge-Free Withdrawal Amount.** We will waive the Surrender Charge on the amount of any Surrender, Partial Withdrawal, and/or Systematic Withdrawal taken in a Contract Year until the total of such surrender or withdrawals in a Contract Year exceeds 10% of the Annuity Value as of the beginning of such Contract Year. This amount is referred to as the Surrender-Charge-Free Withdrawal Amount.

The Surrender-Charge-Free Withdrawal Amount applies to each Contract Year and any unused amount during a particular Contract Year cannot be carried over to a subsequent Contract Year. If the amount of any Surrender or withdrawals in any Contract Year exceeds the Surrender-Charge-Free Withdrawal Amount for that Contract Year, such excess Withdrawal will be subject to any applicable Surrender Charge. Any applicable Surrender Charges will be calculated using the Surrender Charge Percentages shown in the Data Section.

### **WAIVER OF SURRENDER CHARGES**

In addition to the Surrender-Charge-Free Withdrawal Amount and subject to the Limitations provision, We will waive the Surrender Charge on the total amount of any Surrender, Partial and/or Systematic Withdrawal if You (both Owners in the case of Joint Owners) are confined to a Hospital, Hospice Facility, Convalescent Care Facility, or are diagnosed by a Physician as having a Disability.

Limitations. The total amount of any Surrender or withdrawals for which Surrender Charges will be waived under the Waiver of Surrender Charge cannot exceed an aggregate amount of \$250,000 over the lifetime of this Contract. The aggregate limit applies to all Contracts held by You with Us. We reserve the right to establish a higher limit on the aggregate amount; at no time will the limit be less than \$250,000.

**Ineligibility for Waiver of Surrender Charges.** Owners who are corporations, trustees, or other non-Natural Persons are not eligible for either of the Waiver of Surrender Charges. The Confinement and Disability Waiver of Surrender Charges applies only to the original Owner(s) as listed on the Application and will not apply to any assigned Owner.

You are ineligible for the Confinement Waiver of Surrender Charges if:

- (1) You are confined to a Hospital, Hospice Facility, or Convalescent Care Facility on the Date of Issue of this Contract; or
- (2) If the Application for this Contract was signed by the power of attorney; or
- (3) You are age 81 or older on the Date of Issue;
- (4) You entered the Hospital, Hospice Facility, or Convalescent Care Facility at a date earlier than 90 days after the Date of Issue of this Contract.

You are ineligible for the Disability Waiver of Surrender Charges if:

- (1) You are receiving Social Security Disability Benefits on the Date of Issue; or
- (2) You are age 65 or older when You become disabled; or
- (3) You were diagnosed with a terminal illness prior to or on the Date of Issue and become disabled within the first two Contract Years.

**Notice of Claim.** You must notify Our Administrative Office that You are confined or disabled. Within 10 Business Days, We will provide You with a claim form and Physician's statement to be completed and returned.

Proof of Eligibility. Includes all of the following:

- (1) A completed claim form;
- (2) A Physician's statement confirming the Confinement or Disability;
- (3) Any other information We may reasonably require to establish the validity of the claim.

Proof of continuous disability may be required through the date of any Surrender or withdrawal.

We reserve the right to require a second opinion or examination by a Physician of Our choice to determine eligibility for the Confinement or Disability Waiver of Surrender Charges. If a difference of opinion occurs between the Your Physician and Ours, a third opinion, agreeable to both the Owner and Us will be obtained and will be the basis for approving or disapproving the request. The cost of any second or third opinion or examination will be at Our expense.

**Confinement Waiver of Surrender Charges.** Upon Our receipt of Proof of Eligibility, We will waive the Surrender Charge for any Surrender or Partial Withdrawal made while You are confined in any of the following facilities for 30 or more consecutive days and for any Surrender or withdrawal made no later than 90 days after the last day of confinement:

**Hospital.** A hospital licensed or recognized as a general hospital by the state in which it is located, engaged in providing or operating diagnostic and major surgery facilities for the medical care and treatment of injury and sickness on an inpatient basis for which a charge is made, and providing 24-hour nursing service by or under the supervision of a graduate registered nurse (R.N.).

Hospice Facility. A hospice facility licensed, certified or registered in accordance with state law which provides a formal program of inpatient care under the direction of a physician for terminally ill patients whose life expectancy is less than 6 months.

Convalescent Care Facility. A convalescent care facility licensed by the state as a convalescent care nursing facility, a skilled nursing facility, or a custodial care facility, providing continuous nursing service by or under the supervision of a physician or a graduate registered nurse (R.N.) and maintaining a daily record of each patient which is available for review by Us, and administering a planned program of observation and treatment by a physician which is in accordance with existing standards of medical practice for the injury or sickness causing the confinement.

**Disability Waiver of Surrender Charges.** Upon Our receipt of Proof of Eligibility, We will waive the Surrender Charges for any Surrender or withdrawal when You are diagnosed by a Physician as having a Disability as defined below.

**Disability.** Is defined as either of the following:

- (a) A total and permanent disability due to injury or disease, that prevents You from performing any work for pay or profit for a period of 12 months; or
- (b) An illness that is expected to cause death within 24 months.

**Denial of Claim.** If We deny Your request to waive Surrender Charges due to confinement or disability, the Surrender or withdrawal will not be disbursed until You have been notified of the denial and given the opportunity to accept or reject the Surrender or withdrawal, including any Surrender Charges.

## **DEATH BENEFITS**

Death Benefit. The Death Benefit will be equal to Annuity Value as of the date We receive Proof of Death.

Death of the Owner. If the Owner dies while this Contract is In Force We will pay the Death Benefit to the Beneficiary. If this Contract has an Owner and Joint Owner, the surviving Owner will be the Beneficiary. If the sole Beneficiary is the spouse of the deceased Owner, the spouse may elect to continue this Contract as the sole Owner. A same sex spouse (where recognized) that continues this Contract may not receive income tax deferral on the Death Benefit that is received. A same sex spouse Beneficiary should consult a tax advisor before exercising any rights under this Contract. If neither spousal continuation nor a specific Annuity Option is elected, this Contract will default to Annuity Option 1, a lump sum payment.

Death of the Annuitant. If the Annuitant is not the Owner and dies while this Contract is In Force:

- If the Owner is not a Natural Person, the death of the Annuitant will be treated as the death of the Owner as provided for in Section 72(s)(6) of the Internal Revenue Code.
- If the Owner is a Natural Person, You may select a new Annuitant. If no Annuitant is selected, the Owner (in the case of Joint Owners, the youngest Owner) will become the Annuitant.

Payment of Death Benefit. The Death Benefit will be paid upon Our receipt of all the following:

- (a) Proof of Death.
- (b) This Contract.
- (c) Sufficient information necessary to determine the extent of the liability and the appropriate Beneficiary(ies) legally entitled to the Death Benefit.
- (d) Removal of any legal impediments to the payment of the Death Benefit that result from the action of parties other than Us.

The Owner or the Beneficiary may request that the Death Benefit be paid pursuant to one of the following options:

- 1. a lump sum payment; or
- 2. a payment within 5 years of the date of death which caused the Death Benefit to be payable; or
- 3. You may elect an Annuity Option such that the annuity benefit payments are paid over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one year of the date of the death which caused the Death Benefit to be payable.

Any portion of the Death Benefit not applied within one year of such death must be distributed within five years of that death.

#### **MATURITY DATE**

The Maturity Date is the date shown in the Data Section unless later changed per this Contract. If this Contract is In Force on the Maturity Date, We will apply the Annuity Value, less:

- any taxes payable but not yet deducted, as described in the General Provisions section of this Contract; and
- the amount of any outstanding liability to any Assignee as described in the Contract and Interested Persons section of this Contract

to the Annuity Option selected by You. If You have not selected an Annuity Option prior to such time, Option 2 with a fixed period of 10 years will become effective. The amount of any outstanding liability to any Assignee will be discharged by paying the Assignee in a lump sum.

**Optional Maturity Date.** While this Contract is In Force, You may send Written Request to change the Maturity Date to Our Administrative Office. The new Maturity Date:

- Must be after the date We receive Your Written Request;
- Can be any date after 13 months from the Date of Issue but no later than the Annuitant's 95<sup>th</sup> birthday.

The same Annuity Options described below will be available on any new Maturity Date.

#### **ANNUITY OPTIONS**

All or a part of the Surrender Value or Death Benefit may be applied to any of the Annuity Options. We will first deduct the amount of:

- any taxes payable but not yet deducted, as described in the General Provisions section of this Contract, and
- the amount of any outstanding liability to any Assignee as described in the Contract and Interested Periods section of this Contract.

The amount of any outstanding liability to any Assignee will be discharged by paying the Assignee a lump sum from the amount be applied. The remaining amount is the net sum payable.

Minimum Amount Applied to Annuity Option. The minimum net sum payable that We may apply to any Annuity Option is \$5,000. If the net sum payable is less than \$5,000 We will pay the entire amount to You as a lump sum.

**Election of Annuity Option.** An Annuity Option election must be sent by Written Request to Our Administrative Office and must be accompanied by this Contract. If You elect an Annuity Option, You can withhold the Beneficiary's right to assign, encumber, or commute any unpaid amount. If no Annuity Option is elected, Option 2 with 10 Years Certain will automatically become effective.

Form WQ712 10

Change in Annuity Option. While this Contract is In Force, the Owner has the right to select and/or change the Annuity Option and designate and/or change the person or entity to whom You want payments to be made. Upon the death of the Owner, the Beneficiary has the right to select and/or change the Annuity Option and designate and/or change the person or entity to whom they want payments to be made. Any change in the Annuity Option or payee must be sent by Written Request to Our Administrative Office. Our consent is required for any payment(s) that are to be directed to any entity other than a Natural Person.

No change in Annuity Option is permitted after payments under the option have commenced.

Death of the Annuitant under an Annuity Option. If the Annuitant of an Annuity Option dies after payments under the option have commenced, any remaining guaranteed payments will continue in accordance with the Annuity Option in effect at the time of the Annuitant's death.

Annuity Options. Periodic annuity payments may be made on an annual, semi-annual, quarterly, or monthly basis. You may select any basis such that the periodic payment is at least \$100. The Annuity Option Tables are provided in the Data Section of this Contract and illustrate minimum guaranteed monthly payments per \$1,000. The options are:

Option 1. Payments for a Fixed Period. Equal periodic payments will be paid for a fixed number of years. The amount of the payments will be based on Table A. Payments will include interest at the effective rate of 1.5% per year (additional interest may be paid at Our discretion).

Option 2. Life Annuity with 10 or 20 Years Certain. Equal periodic payments will be paid for as long as the Annuitant lives with payments certain for a fixed period of 10 years under Table B or 20 years under Table C.

Option 3. Life Annuity. Equal periodic payments under Table D will be paid for as long as the Annuitant lives with no payments certain; We have no liability upon the Annuitant's death.

Option 4. Payments of a Fixed Amount. Equal periodic payments will be paid. Payments will be paid until the total of the following amounts is exhausted: (1) the amount applied to this option, plus (2) interest at the effective rate of 1.5% per year (additional interest may be paid at Our discretion). The final payment will be the balance of the amount applied to this option plus interest. It may be more or less than the other payments.

Option 5. Interest Payments. We will hold the amount applied to this option at interest. Interest will be paid at the effective rate of 1.5% per year (additional interest may be paid at Our discretion). On interest due dates, You may make a withdrawal from the amount held. If such a withdrawal occurs, it must be for an amount of at least \$100. If the amount held falls below \$2,000, We may pay the entire amount held to You and will have no further liability.

With Our consent, any other Annuity Option acceptable to Us may be selected.

#### **GENERAL PROVISIONS RELATING TO ANNUITY OPTIONS**

**General Provisions.** The first payment under Option 1, 2, 3, or 4 is paid on the date the amount is applied to the option. The first payment under Option 5 is paid at the end of the first interest period. The first payment may be postponed for up to 10 years with Our consent. If so, the amount applied to the option will accumulate with compound interest at the effective rate of 1.5% per year. To avoid making payments of less than \$20 each, We can do either or both of the following:

- 1. change the payments to a quarterly, semi-annual, or annual basis; or
- 2. reduce the number of payments.

**Betterment of Rates.** When payments under an Annuity Option begin, the benefit will be no less than any current single premium immediate annuity rate We offer at that time, applied to the greater of:

- (a) 95% of the Surrender Value if no Surrender Charge was applied; or
- (b) The Surrender Value.

Commutation. Commutation is the payment by Us of a lump sum in lieu of any future annuity benefit payments. In no case may any life-contingent payments under Options 2 or 3 be commuted. At Our option, payments under the other Annuity Options may be commuted. When an Annuity Option is commuted, the then effective interest rate used to compute the commuted value will be the Commutation Interest Rate.

If the Owner dies after payments under the option have started We will make any remaining annuity benefit payments to the Beneficiary.

Commutation Interest Rate. The Commutation Interest Rate will be equal to the interest rate used by Us in determining annuity purchase rates for single premium immediate annuity contracts on the date of Commutation. The Commutation Interest rate will be based on the remaining annuity benefits on the date the commuted value is determined. In the event that we offer multiple single premium immediate annuity contracts, We will use the most favorable interest rate.

In the event We do not have annuity purchase rates available on the commutation date, the interest rate used will be equal to the Settlement Rate + A - B; where the Settlement Rate A and B are defined as follows:

Settlement Rate – the interest rate We use to determine the annuity benefit payments under an Annuity option under this Contract.

- A the Constant Treasury Maturity rate for a 10-year treasury bond on the date of Commutation.
- B the Constant Treasury Maturity rate for a 10-year treasury bond on the date of settlement.

#### **ALPHABETICAL GUIDE TO CONTRACT PROVISIONS**

Accumulation Interest Rate	6	Incontestability	5
Annuitant	4	Inegiligbility for Waiver of Surrender Charges	8
Annuity Option Tables	Data Section	Interest Crediting	6
Annuity Options	11	Irrevocable Beneficiary	4
Annuity Value	6	Joint Owner	4
Assignee	5	Limitations	8
Assignment	5	Minimum Amount Applied to Annuity Option	11
Basis of Calculations	Data Section	Misstatement of Age or Sex	5
Beneficiary	4	Net Annuity Premium	6
Betterment of Rates	11	Non-Participating	5
Change in Annuity Option	11	Notice of Claim	8
Change of Owner, Beneficiary, or Annuita	nt 4	Optional Maturity Date	10
Commutation Interest Rate	12	Owner	4
Commutation	12	Partial Withdrawals	7
Confinement Waiver of Surrender Charges	s 9	Payment of Death Benefit	10
Conformity with State Law	5	Premium	6
Convalescent Care Facility	9	Premium Payer	5
Death Benefit	9	Principal Guarantee	7
Death of the Annuitant	9	Proof of Death	5
Death of the Annuitant under an Annuity Option	11	Proof of Eligibility	8
Death of the Owner	9	Protection of Proceeds	5
Deferral of Payment	7	Regulatory Requirements	5
Denial of Claim	9	Reports	5
Disability	9	Right to Examine	1
Disability Waiver of Surrender Charges	9	Surrender	7
Election of Annuity Option	11	Surrender Charge	7
Entire Contract	4	Surrender Value	7
Evidence of Age, Sex, or Survival	5	Surrender-Charge-Free Withdrawal Amount	8
General Provisions (for Annuity Options)	11	Systematic Withdrawals	7
Hospice Facility	9	Taxes	6
Hospital	9	Termination	6

Form WQ712 13



AMERICAN NATIONAL INSURANCE COMPANY
HOME OFFICE: [ONE MOODY PLAZA, GALVESTON TX 77550]
ADMINISTRATIVE OFFICE: [ONE MOODY PLAZA, GALVESTON TX 77550]
TELEPHONE NUMBER [(409) 763-4661]

(The contact information above is available for Policyholders to make inquiries or obtain information about coverage and provide assistance in resolving complaints.)

INDIVIDUAL FLEXIBLE PREMIUM FIXED DEFERRED ANNUITY
WAIVER OF SURRENDER CHARGES DUE TO CONFINEMENT OR DISABILITY
DEATH BENEFIT PAYABLE UPON THE DEATH OF THE OWNER
ANNUITY PAYMENTS STARTING ON THE MATURITY DATE
NONPARTICPATING

DATA SECTION				
CONTRACT NUMBER	[12345678]	[NOVEMBER 21, 2012]	DATE OF	ISSUE
CONTRACT FORM NUM	IBER Form WQ712	\$ [100,000.00]	INITIAL PR	EMIUM
CONTRACT TYPE	[NON-QUALIFIED]	[NOVEMBER 21, 2082]	MATURITY	Y DATE
OWNER	[JOHN OWNER]		[Male]	SEX
	[DATE OF BIRTH]	[January 1, 1972]	[40]	AGE
[JOINT OWNER]	[JANE J. OWNER]		[Female]	[SEX]
	[DATE OF BIRTH]	[March 1, 1975]	[37]	[AGE]
ANNUITANT	[JOHN ANNUITANT]		[Male]	SEX
	DATE OF BIRTH	[November 21, 1987]	[25]	AGE

#### RATES OF INTEREST

MINIMUM GUARANTEED INTEREST RATE [1.00]%

#### **GUARANTEED INTEREST RATE FOR INITIAL PREMIUM BY CONTRACT YEAR**

1 2 3 4 5 6 7 8+ Contract Year:

[2.10]% [1.10]% [1.10]% [1.10]% [1.10]% [1.10]% [1.10]%

#### SURRENDER CHARGE SCHEDULE

CONTRACT YEAR IN WHICH SURRENDER OCCURS	SURRENDER CHARGE PERCENTAGE
1	7.0 %
2	7.0 %
3	7.0 %
4	6.0 %
5	5.0 %
6	4.0 %
7	2.0 %
8+	0.0 %

[12345678]

#### [INTEREST RATE ENHANCEMENTS]

#### [INTEREST RATE ENHANCEMENT]

[Interest Rate Enhancement Percentage [1.00]%]

[Interest Rate Enhancement Duration [12 months]]

[On the Initial Premium and any subsequent Premiums paid during the first 3 Contract Years, We will apply an Interest Rate Enhancement. The Interest Rate Enhancement will be credited at the Interest Rate Enhancement Percentage shown above in addition to Our then current Accumulation Interest Rate. The Interest Rate Enhancement Percentage is determined on this Contract's Date of Issue.

For the Initial Premium, the Interest Rate Enhancement will begin on this Contract's Date of Issue and continue for the Interest Rate Enhancement Duration shown above. For any subsequent Premiums paid during the first 3 Contract Years, the Interest Rate Enhancement will begin on the date We receive Your Premium payment and continue for the Interest Rate Enhancement Duration shown above.

If this Contract is cancelled under the Right to Examine provision, the refund of Premiums paid will not include any Interest Rate Enhancement.

There is no fee associated with the Interest Rate Enhancement.

Neither We nor You may terminate the Interest Rate Enhancement while this Contract is In Force. The Interest Rate Enhancement will terminate on the same date as this Contract in accordance with the Termination provision. Once terminated, the Interest Rate Enhancement cannot be reinstated.]

#### [ADDITIONAL INTEREST]

[Additional Interest Rate [0.10]%]

[If the Initial Premium is \$[100,000] or greater We will credit the Additional Interest Rate to the Annuity Value each year for the life of the Contract.

The Additional Interest Rate is determined on this Contract's Date of Issue.

If this Contract is cancelled under the Right to Examine provision, the refund of Premiums paid will not include any Additional Interest credited.

There is no fee associated with the Additional Interest.

Neither We nor You may terminate the Additional Interest while this Contract is In Force. The Additional Interest will terminate on the same date as this Contract in accordance with the Termination provision. Once terminated, the Additional Interest cannot be reinstated.]

[12345678]

#### **TABLE OF ANNUITY VALUES**

The values shown in the Table of Annuity Values are calculated using a hypothetical Initial Premium of \$1,000 and interest credited at the Guaranteed Interest Rate for the Initial Premium. Subsequent Premiums of \$1,000 at the beginning of each Contract Year are calculated using the Minimum Guaranteed Interest Rate [plus any applicable Interest Rate Enhancement and any applicable Additional Interest].

The Table of Annuity Values assumes:

- 1. No federal or state premium taxes are applicable.
- 2. No Partial or Systematic Withdrawals have occurred.
- 3. The Contract remains In Force for complete Contract Years.

Contract values will be different if the circumstances of Your Contract differ from the above assumptions.

CONTRACT YEAR	NNUITY VALUE	GUARAN	TEED SURRENDER VALUE
0	\$ 1,000.00	\$	1,000.00
1	\$ 2,042.00	\$	2,000.00
2	\$ 3,085.46	\$	3,024.49
3	\$ 4,130.40	\$	4,078.94
4	\$ 5,186.84	\$	5,148.31
5	\$ 6,254.89	\$	6,227.49
6	\$ 7,334.70	\$	7,334.69
7	\$ 8,426.38	\$	8,426.37
8	\$ 9,530.07	\$	9,530.06
9	\$ 10,645.90	\$	10,645.89
10	\$ 11,774.00	\$	11,774.00
11	\$ 12,914.52	\$	12,914.51
12	\$ 14,067.58	\$	14,067.57
13	\$ 15,223.32	\$	15,233.31
14	\$ 16,411.89	\$	16,411.88
15	\$ 17,603.42	\$	17,603.41
16	\$ 18,808.05	\$	18,808.05
17	\$ 20,025.94	\$	20,025.94
18	\$ 21,257.23	\$	21,257.22
19	\$ 22,502.06	\$	22,502.05
20	\$ 23,760.58	\$	23,760.58
21	\$ 25,032.95	\$	25,032.94
22	\$ 26,319.31	\$	26,319.30
23	\$ 27,619.82	\$	27,619.82
24	\$ 28,934.64	\$	28,934.64
25	\$ 30,263.92	\$	30,263.92
26	\$ 31,607.82	\$	31,607.82
27	\$ 32,966.51	\$	32,966.51
28	\$ 34,340.14	\$	34,340.14
29	\$ 35,728.88	\$	35,728.88
30	\$ 37,132.90	\$	37,132.90

[12345678]

#### **ANNUITY OPTION TABLES**

Basis of Calculations. The payment amounts illustrated in the Annuity Option Tables are based on the [sex distinct] Annuity 2000 Mortality Table and 1.5% annual effective interest rate. The attained age on the Maturity Date will be adjusted downward by one year for each full five year period that has elapsed since January 1, 2000.

OPTION 1 - TABLE A: MONTHLY PAYMENTS FOR EACH \$1,000 OF THE NET SUM PAYABLE.

Multiply the monthly payment by 2.993 to obtain the quarterly payment, by 5.969 to obtain the semi-annual payment and by 11.868 to obtain the annual payment.

Number of Years Payments Will be Paid	Monthly Payment Amount	
1	\$ 83.90	
2	\$ 42.26	
3	\$ 28.39	
4	\$ 21.45	
5	\$ 17.28	
6	\$ 14.51	
7	\$ 12.53	
8	\$ 11.04	
9	\$ 9.89	
10	\$ 8.96	
11	\$ 8.21	
12	\$ 7.58	
13	\$ 7.05	
14	\$ 6.59	
15	\$ 6.20	
16	\$ 5.85	
17	\$ 5.55	
18	\$ 5.27	
19	\$ 5.03	
20	\$ 4.81	
21	\$ 4.62	
22	\$ 4.44	
23	\$ 4.28	
24	\$ 4.13	
25	\$ 3.99	
26	\$ 3.86	
27	\$ 3.75	
28	\$ 3.64	
29	\$ 3.54	
30	\$ 3.44	

**CONTRACT NUMBER** 

[12345678]

#### **ANNUITY OPTION TABLES (Continued)**

OPTION 2 OR 3 - TABLE B, C AND D: MONTHLY PAYMENT FOR LIFE FOR EACH \$1,000.00 OF THE NET SUM PAYABLE
Adjusted Age means the age of the Annuitant on birthday prior to the due date of the first payment. For Tables B and C,
multiply the monthly payment by 2.993 to obtain the quarterly payment, by 5.969 to obtain the semi-annual payment,
and by 11.868 to obtain the annual payment. For Table D, amounts for payments other than monthly are available on
request

request.							
[MALE]			[FEMALE]				
Annuitant's Adjusted Age Upon Settlement	TABLE B Guaranteed Period 10 Years and Life	TABLE C Guaranteed Period 20 Years and Life	TABLE D Life Only	Annuitant's Adjusted Age Upon Settlement	TABLE B Guaranteed Period 10 Years and Life	TABLE C Guaranteed Period 20 Years and Life	TABLE D Life Only
[46	\$2.98	\$2.93	\$2.99	46	\$2.78	\$2.76	\$2.79
47	3.04	2.98	3.05	47	2.83	2.80	2.84
48	3.10	3.03	3.11	48	2.88	2.85	2.89
49	3.16	3.09	3.18	49	2.94	2.90	2.94
50	3.22	3.14	3.25	50	2.99	2.95	3.00
51	3.29	3.20	3.32	51	3.05	3.00	3.06
52	3.36	3.26	3.39	52	3.11	3.06	3.13
53	3.44	3.32	3.47	53	3.18	3.12	3.19
54	3.51	3.39	3.55	54	3.25	3.18	3.26
55	3.60	3.45	3.64	55	3.32	3.24	3.34
56	3.68	3.52	3.73	56	3.39	3.30	3.42
57	3.77	3.58	3.82	57	3.47	3.37	3.50
58	3.87	3.65	3.93	58	3.56	3.44	3.59
59	3.97	3.72	4.03	59	3.64	3.51	3.68
60	4.08	3.79	4.15	60	3.74	3.58	3.78
61	4.19	3.86	4.27	61	3.84	3.66	3.88
62	4.30	3.93	4.40	62	3.94	3.73	3.99
63	4.43	4.00	4.54	63	4.05	3.81	4.11
64	4.56	4.07	4.69	64	4.16	3.88	4.23
65	4.69	4.14	4.85	65	4.29	3.96	4.37
66	4.83	4.21	5.02	66	4.41	4.04	4.51
67	4.98	4.27	5.20	67	4.55	4.11	4.66
68	5.13	4.33	5.40	68	4.69	4.19	4.83
69	5.29	4.39	5.60	69	4.84	4.26	5.00
70	5.45	4.44	5.82	70	5.00	4.33	5.19
71	5.62	4.49	6.06	71	5.17	4.39	5.40
72	5.79	4.54	6.30	72	5.34	4.45	5.62
73	5.97	4.58	6.57	73	5.53	4.51	5.86
74	6.15	4.62	6.85	74	5.72	4.55	6.11
75	6.33	4.65	7.16	75	5.91	4.60	6.39
76	6.51	4.68	7.48	76	6.11	4.64	6.69
77	6.69	4.71	7.83	77	6.32	4.67	7.02
78	6.87	4.73	8.20	78	6.52	4.70	7.37
79	7.05	4.75	8.60	79	6.73	4.73	7.75
+ 08	7.23	4.76	9.02	80+	6.94	4.75	8.17]



## AMERICAN NATIONAL INSURANCE COMPANY HOME OFFICE: [ONE MOODY PLAZA, GALVESTON TX 77550] ADMINISTRATIVE OFFICE: [ONE MOODY PLAZA, GALVESTON TX 77550] TELEPHONE NUMBER [(409) 763-4661]

## AMENDMENT FOR PENSION QUALIFIED PLAN UNDER SECTIONS 401(a), 403(b), 408, or 457 OF THE INTERNAL REVENUE CODE

This Amendment for Pension Qualified Plan ("Amendment") is attached to and made part of the Contract as of the Contract's Date of Issue. Terms not defined in this Amendment have the meanings given to them in the Contract. If there is any conflict between the terms of this Amendment and the terms of the Contract, the terms of this Amendment prevail.

#### **IMPORTANT NOTICE**

Neither American National Insurance Company nor any of its agents or representatives may give legal, accounting, or tax advice. We recommend that You consult with Your tax advisor on how Required Minimum Distribution rules apply to You.

#### **REQUIRED MINIMUM DISTRIBUTIONS**

**Required Minimum Distributions.** Participants in a qualified annuity contract may be required to take Required Minimum Distributions. A Required Minimum Distribution is a type of Systematic Withdrawal where the amount of the Required Minimum Distribution as of the preceding calendar year will be based on:

- The Annuity Value of this Contract.
- The minimum distribution rules in the Internal Revenue Code, as amended.

**Election of Required Minimum Distribution Payments.** You may elect one of the following Required Minimum Distribution payment options to be paid to You or a recipient You designate at anytime by sending Written Request to Our Administrative Office:

- Calculate and pay Required Minimum Distribution payment(s) for the currently calendar year only.
- Automatically calculate and pay Required Minimum Distribution payment(s) each year.
- Satisfy Your Required Minimum Distribution from another source.

Required Minimum Distribution payments are payable from the Annuity Value on a monthly, quarterly, semi-annual, or annual basis.

At any time while the Contract is In Force, You may change the payment option selected, the frequency of the payments, or the recipient of the payments by sending Written Request to Our Administrative Office.

Effect of Required Minimum Distributions to Annuity Value. Required Minimum Distribution Payments are deducted from the Contract's Annuity Value. The remaining Annuity Value will continue to earn interest pursuant to the terms of the Contract. Once the Annuity Value is exhausted, the Contract and any associated Riders will terminate.

Cessation of Required Minimum Distribution Payments. Required Minimum Distribution payments will cease upon the earliest of: (1) or (2) where:

- (1) Is the date You request Required Minimum Distribution payments to stop;
- (2) Is the date the Contract terminates in accordance with the Contract's Termination provision.

#### **CONTRACT PROVISIONS AFFECTED**

**Misstatement of Age and Sex.** The Misstatement of Age and Sex provision of the Contract is replaced for Pension Qualified Contracts with the following:

Misstatement of Age. If the age of the Owner, Joint Owner, or Annuitant has been misstated, We will compute any amount payable based on the correct age. If annuity benefit payments have begun, any underpayment(s) that have been made will be paid in full with the next annuity benefit payment. Any overpayment(s), unless repaid to Us in one sum, will be deducted from future annuity benefit payments, withdrawals, and commutations until We are repaid in full. In calculating the amount of underpayment or overpayment, interest will be included at the Minimum Guaranteed Interest Rate shown in the Data Section but not to exceed 6%.

**Annuity Value.** The Annuity Value of this Contract is:

- the total amount of Net Annuity Premium; plus
- credited interest; less
- any Partial and/or Systematic Withdrawals, Required Minimum Distributions and any associated Surrender Charges.

The Net Annuity Premium for each Premium payment received will be credited to the Annuity Value as of the date such Premium payment is received. Partial and/or Systematic Withdrawals, Required Minimum Distributions and associated Surrender Charges will be deducted from the Annuity Value as of the date of each Partial and/or Systematic Withdrawal, or Required Minimum Distribution.

We may return Your Annuity Value and terminate the Contract if the Annuity Value falls below \$2,000.

**Surrender-Charge-Free Withdrawal Amount**. The Contract's Surrender-Charge-Free Withdrawal Amount provision is replaced for Pension Qualified Contracts with the following:

Surrender-Charge-Free Withdrawal Amount. Surrender Charges are not applied to Required Minimum Distribution payments used to satisfy the obligations under this Contract. If You elect to use this Contract's Annuity Value to satisfy Required Minimum Distribution obligations for other contracts, a Surrender Charge for any amount in excess of the Surrender-Charge-Free Withdrawal Amount will apply.

We will waive the Surrender Charge on the amount of any:

- Surrender;
- · Partial Withdrawal;
- Systematic Withdrawal; and/or
- Required Minimum Distributions used to satisfy obligations for other contracts

taken in a Contract Year until the total of such surrender, withdrawals and/or distributions in a Contract Year exceeds 10% of the Annuity Value as of the beginning of such Contract Year. This amount is referred to as the Surrender-Charge-Free Withdrawal Amount.

The Surrender-Charge-Free Withdrawal Amount applies to each Contract Year and any unused amount during a particular Contract Year cannot be carried over to a subsequent Contract Year. If the amount of any Surrender, withdrawals, or distributions in any Contract Year exceeds the Surrender-Charge-Free Withdrawal Amount for that Contract Year, such excess withdrawal will be subject to any applicable Surrender Charge. Any applicable Surrender Charges will be calculated using the Surrender Charge Percentages shown in the Data Section.

This Amendment is signed for American National Insurance Company of Galveston, Texas, by

[J. Mark Flippin, Secretary]

[James E. Pozzi, President]

Vame E. Poggi

SERFF Tracking #: AMNA-128776866 State Tracking #: Company Tracking #: WQ 2012

State: Arkansas Filing Company: American National Insurance Company

TOI/Sub-TOI: A021 Individual Annuities- Deferred Non-Variable/A021.002 Flexible Premium

**Product Name:** WQ 2012

Project Name/Number: /

### **Supporting Document Schedules**

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
AR [Flesch and Compliance].pd	f		
		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:	R10039-AR Approved 10/6/2009 State Tracking # 436	32 SERFF: AMNA-126182712	
		Item Status:	Status Date:
Satisfied - Item:	Memorandum of Variable Material		
Comments:			
Attachment(s):			
Form WQ512 [Variability].pdf			
Form WQ512-DP [Variability].pd	<del>If</del>		
Form WQ712 [Variability].pdf			
Form WQ712-DP [Variability].pd	<del>If</del>		
Form A-PQ [Variability].pdf			



### Arkansas Certification of Compliance Form WQ512 Form WQ712

### November 19, 2012

American National Insurance Company has reviewed the captioned form(s) below and certifies that to the best of its knowledge and belief, the form(s) submitted is(are) in compliance with the following:

- Rule & Regulation 19
- Rule & Regulation 49
- ACA 23-79-138 and Bulletin 11-88
- ACA 23-80-206 (Flesch Certification, minimum of 40)

Form Number	Form Type	
Form WQ512	Individual Annuity Contract	
Form WQ712	Individual Annuity Contract	
Form A-PQ	Amendment	

Rex D. Hemme

Senior Vice President & Actuary

Ruy D. Hannes

American National Insurance Company



### Memorandum of Variable Material ICC12 Form WQ512 November 16, 2012

This memorandum was prepared for use with ICC12 Form WQ512, an individual fixed deferred annuity with premiums allowed during the first year only for American National Insurance Company. Variable material contained in the specifications page is denoted by the use of brackets.

CONTRACT NUMBER – Each contract issued is assigned a unique identifying Contract Number. This number will not change during the lifetime of the contract. There is no applicable range of values for this field.

HOME OFFICE, ADMINISTRATIVE OFFICE, TELEPHONE NUMBER – permissible variable material.

The above items, if changed, will be changed in accordance with department standards. It is understood that the items noted above may be changed without notice or prior approval.

RIGHT TO EXAMINE – The Right to Examine provision has been denoted as variable to allow for updates in accordance with any future regulations. Any update in relation to such regulations would be filed in accordance with your department's requirements. Currently, the only applicable text for this provision is as follows:

No later than thirty (30) days after this Contract is delivered, You may cancel it by returning this Contract, with a Written Request to cancel, to Our Administrative Office or the agent who took the Application. Upon Our receipt of this Contract and request to cancel, We will refund the Premiums paid, less any Partial Withdrawals, and this Contract shall be void from the beginning.

OFFICER'S SIGNATURE, NAME, and TITLE – permissible variable material.

The above items, if changed, will be changed in accordance with department standards. It is understood that the items noted above may be changed without notice or prior approval.

#### We certify to the following:

- The final form issued to the consumer will not contain brackets denoting variable text;
- Any variable text included in this Memorandum of Variability Material will be effective only for future issues;
- The use of variable text will be administered in a uniform and non-discriminatory manner, and will not result in unfair discrimination;
- Only text included in this Memorandum will be allowed to be used on the referenced forms received by consumers; and
- Any changes to variable or permissible ranges of values will be submitted for approval prior to implementation as required.



### Memorandum of Variable Material Form WQ512-DP November 16, 2012

This memorandum was prepared for use with the specifications page, Form WQ512-DP for American National Insurance Company. This specifications page is used with Form WQ512, an individual fixed deferred annuity with premiums allowed during the first year only. Variable material contained in the specifications page is denoted by the use of brackets.

PAGE NUMBER – The specifications page contains multiple pages. Each page contains an indentifying Page Number located in the top right corner within the header bar.

CONTRACT NUMBER – Each contract issued is assigned a unique identifying Contract Number. This number will not change during the lifetime of the contract. The Contract Number on the specifications page will match the Contract Number shown on the contract. On subsequent pages of the specifications page, the Contract Number is displayed immediately following the header bar. There is no applicable range of values for this field.

DATE OF ISSUE – This field will display the date the contract was issued. The Date of Issue will not change during the lifetime of the contract. There is no applicable range of values for this field.

INITIAL PREMIUM – The total amount of the Initial Premium received will be displayed and will include two decimal places. The applicable range for this field is a minimum Initial Premium of \$5,000 and a maximum Initial Premium of \$1,000,000. Any amount in excess of one million requires prior approval by our home office.

CONTRACT TYPE – The contract can be issued as non-qualified or pension qualified. The applicable range for this field is "NON-QUALIFIED" or "PENSION QUALIFIED".

MATURITY DATE – This field will display the Maturity Date selected by the Owner on the Date of Issue. The earliest Maturity Date available is 13 months from the Date of Issue. The latest Maturity Date available is the contract anniversary following the Annuitant's 95<sup>th</sup> birthday.

OWNER – The name of the Owner of the contract will display in this field. When the Owner is a non-natural person, the name of the applicable entity will populate this field. There is no applicable range of values for this field.

JOINT OWNER – Joint Owners are permitted but not required. The Joint Owner field name is variable as it will only display if a Joint Owner is present on the contract. When present, the name of the Joint Owner will display in this field. There is no applicable range of values for this field.

ANNUITANT – The name of the Annuitant will display in this field. There is no applicable range of values for this field.

DATE OF BIRTH – The Date of Birth for the contract's Owner, Joint Owner (when one is present), and Annuitant will display for each party. For an Owner or Joint Owner that is not a natural person, this field will not display. There is no applicable range of values for this field.

SEX – The gender of the contract's Owner, Joint Owner (when one is present), and Annuitant will display in this field. The applicable range of values is "Male" or "Female". For contract issued on a pension qualified basis, the gender is used for identification purposes only. For an Owner or Joint Owner that is not a natural person, this field will not display.



## American National Insurance Company Memorandum of Variable Material for Form WQ512-DP (continued) November 16, 2012 Page **2** of **4**

AGE – The age of the contract's Owner, Joint Owner (when one is present), and Annuitant will display in this field. For an Owner or Joint Owner that is not a natural person, this field will not display. As the issue age range for the contract is a minimum of 0 and maximum 85, the applicable range for the Age field is also 0 to 85.

MINIMUM GUARANTEED INTEREST RATE - This field displays the minimum guaranteed rate of interest for the lifetime of the contract. The Minimum Guaranteed Interest Rate is declared on the Date of Issue and is not redetermined thereafter. All contracts issued on the same date will receive the same Minimum Guaranteed Interest Rate.

The Minimum Guaranteed Interest Rate will be greater than or equal to the average of the five-year constant maturity treasury rate reported by the Federal Reserve for the second full month preceding the Date of Issue, rounded to the nearest 0.05% and reduced by 125 basis points. However, this rate will never be less than 1.00% or greater than 3.00%.

GUARANTEED INTEREST RATE FOR INITIAL PREMIUM BY CONTRACT YEAR — We will illustrate current guaranteed interest rates to be credited to the Initial Premium by Contract Year as determined by American National for a specified issue date. These rates are determined at the time of issue and are guaranteed.

The rate for the Initial Premium for each Contract Year shown will be comprised of the following:

- Accumulation Interest Rate; plus
- Any applicable Interest Rate Enhancement (when offered, shown for the duration specified); plus
- Any applicable Additional Interest Bonus (when offered, for qualifying contracts).

At no time will the Minimum Guaranteed Interest Rate for Initial Premium be less than 1.00%. These crediting rates will be available for Initial Premium payments applied to all contracts issued on that date.

INTEREST RATE ENHANCEMENTS (Section) – The product offers two interest bonuses, the "Interest Rate Enhancement" and the "Additional Interest Bonus". The availability of these bonuses is independent of one another. If a contract contains at least one of the interest bonuses, the Interest Rate Enhancements section will be included on the specifications page. If neither of the interest bonuses are offered on the product the Interest Rate Enhancements section will not be included. The applicable fields for the Interest Rate Enhancement and Additional Interest Bonus are explained below.

INTEREST RATE ENHANCEMENT – The contract may provide for an Interest Rate Enhancement to the rate of interest credited to the Initial Premium payment and any subsequent premium payments received during the first Contract Year. When this enhancement is applicable, the Interest Rate Enhancement Percentage, Interest Rate Enhancement Duration, and the associated text explaining the enhancement will be displayed. When the enhancement is not applicable, no fields or text will be shown. The availability, rate percentage, and duration of the Interest Rate Enhancement will only vary in accordance with the product and will not be varied on an individual level.

INTEREST RATE ENHANCEMENT PERCENTAGE – This field will indicate the rate of interest. A reasonable range for the Interest Rate Enhancement Percentage is a minimum of 0.01 % and a maximum of 6.00 %.

INTEREST RATE ENHANCEMENT DURATION – This field will indicate the period of time for which the Interest Rate Enhancement applies. A reasonable range for the Interest Rate Enhancement Duration is 12 or 24 months.

ASSOCIATED TEXT – When the Interest Rate Enhancement is applicable, the specifications page will contain the following text providing a brief explanation of the enhancement.

On the Initial Premium and any subsequent Premiums paid during the first Contract Year, We will apply an Interest Rate Enhancement. The Interest Rate Enhancement will be credited at the Interest Rate Enhancement Percentage shown above in addition to Our then current Accumulation Interest Rate. The Interest Rate Enhancement Percentage is determined on this Contract's Date of Issue.



## American National Insurance Company Memorandum of Variable Material for Form WQ512-DP (continued) November 16, 2012 Page **3** of **4**

For the Initial Premium, the Interest Rate Enhancement will begin on this Contract's Date of Issue and continue for the Interest Rate Enhancement Duration shown above. For any subsequent Premiums paid, the Interest Rate Enhancement will begin on the date We receive Your Premium payment and continue for the Interest Rate Enhancement Duration shown above.

If this Contract is cancelled under the Right to Examine provision, the refund of Premiums paid will not include any Interest Rate Enhancement.

There is no fee associated with the Interest Rate Enhancement.

Neither We nor You may terminate the Interest Rate Enhancement while this Contract is In Force. The Interest Rate Enhancement will terminate on the same date as this Contract in accordance with the Termination provision. Once terminated, the Interest Rate Enhancement cannot be reinstated.

ADDITIONAL INTEREST - The contract may provide for Additional Interest where an additional rate of interest is credited to the annuity value for the lifetime of the contract. Each contract must qualify for the Additional Interest Bonus. For a contract to qualify:

- The Additional Interest feature must be available at the product level; and
- The Initial Premium for the contract must be \$100,000 or greater.

When this interest bonus is available, the Additional Interest Rate and the associated text explaining the additional interest will be displayed. When the bonus is not available, no fields or text will be shown. The availability, rate percentage, and minimum initial premium threshold will only vary in accordance with the product and will not be varied on an individual level.

ADDITIONAL INTEREST RATE – This field will indicate the rate of additional interest. A reasonable range for the Additional Interest Rate is a minimum of 1 and a maximum of 50 basis points (0.01% and 0.50%).

INITIAL PREMIUM – A contract qualifies for the Additional Interest based on a minimum initial premium. Currently, the minimum initial premium threshold is \$100,000. While we do not foresee changing this threshold with any frequency, a reasonable range would be a minimum of \$100,000 and a maximum of \$1,000,000.

ASSOCIATED TEXT - When the Additional Interest is available, the specifications page will contain the following text providing a brief explanation of the bonus, and the terms for qualification. Within the first paragraph, the amount for the minimum Initial Premium to qualify is bracketed and will vary according to the terms explained above for "Initial Premium".

If the Initial Premium is \$[100,000] or greater We will credit the Additional Interest Rate to the Annuity Value each year for the life of the Contract.

The Additional Interest Rate is determined on this Contract's Date of Issue.

If this Contract is cancelled under the Right to Examine provision, the refund of Premiums paid will not include any Additional Interest credited.



## American National Insurance Company Memorandum of Variable Material for Form WQ512-DP (continued) November 16, 2012 Page 4 of 4

There is no fee associated with the Additional Interest Bonus.

Neither We nor You may terminate the Additional Interest Bonus while this Contract is In Force. The Additional Interest Bonus will terminate on the same date as this Contract in accordance with the Termination provision. Once terminated, the Additional Interest Bonus cannot be reinstated.]

TABLE OF ANNUITY VALUES – The specifications page provides a Table of Annuity Values. The values within the table are hypothetical and considered illustrative.

ANNUITY OPTION TABLES – The Annuity Option Tables will vary based on the Contract Type. Contracts issued as non-qualified utilize the sex distinct mortality table to calculate values for tables B, C, and D. Contracts issued as pension qualified utilize the non sex distinct mortality table to calculate values for tables B, C, and D.

MORTALITY TABLE – within the Basis of Calculations text, the description of the mortality table used will vary based on Contract Type. The applicable range is "sex distinct" for non qualified contracts, and "non sex distinct" for pension qualified contracts.

TABLES B, C, and D – For contracts issued on a non qualified basis, the values for Tables B, C, and D are provided on a sex-distinct basis for ages 46-80+ and the chart(s) is(are) divided into two sections – Male and Female. For contracts issued on a pension qualified basis, the values for Tables B, C, and D are provided on a non sex distinct basis for ages 11-80+ and there are no gender specific sections.

#### We certify to the following:

- The final form issued to the consumer will not contain brackets denoting variable text;
- Any variable text included in this Memorandum of Variability Material will be effective only for future issues;
- The use of variable text will be administered in a uniform and non-discriminatory manner, and will not result in unfair discrimination;
- Only text included in this Memorandum will be allowed to be used on the referenced forms received by consumers; and
- Any changes to variable or permissible ranges of values will be submitted for approval prior to implementation as required.



### Memorandum of Variable Material Form WQ712 November 16, 2012

This memorandum was prepared for use with Form WQ712, an individual flexible premium fixed deferred annuity for American National Insurance Company. Variable material contained in the specifications page is denoted by the use of brackets.

CONTRACT NUMBER – Each contract issued is assigned a unique identifying Contract Number. This number will not change during the lifetime of the contract. There is no applicable range of values for this field.

HOME OFFICE, ADMINISTRATIVE OFFICE, TELEPHONE NUMBER – permissible variable material.

The above items, if changed, will be changed in accordance with department standards. It is understood that the items noted above may be changed without notice or prior approval.

RIGHT TO EXAMINE – The Right to Examine provision has been denoted as variable to allow for updates in accordance with any future regulations. Any update in relation to such regulations would be filed in accordance with your department's requirements. Currently, the only applicable text for this provision is as follows:

No later than thirty (30) days after this Contract is delivered, You may cancel it by returning this Contract, with a Written Request to cancel, to Our Administrative Office or the agent who took the Application. Upon Our receipt of this Contract and request to cancel, We will refund the Premiums paid, less any Partial Withdrawals, and this Contract shall be void from the beginning.

OFFICER'S SIGNATURE, NAME, and TITLE – permissible variable material.

The above items, if changed, will be changed in accordance with department standards. It is understood that the items noted above may be changed without notice or prior approval.

#### We certify to the following:

- The final form issued to the consumer will not contain brackets denoting variable text;
- Any variable text included in this Memorandum of Variability Material will be effective only for future issues;
- The use of variable text will be administered in a uniform and non-discriminatory manner, and will not result in unfair discrimination;
- Only text included in this Memorandum will be allowed to be used on the referenced forms received by consumers; and
- Any changes to variable or permissible ranges of values will be submitted for approval prior to implementation as required.



### Memorandum of Variable Material Form WQ712-DP November 16, 2012

This memorandum was prepared for use with the specifications page, Form WQ712-DP for American National Insurance Company. This specifications page is used with Form WQ712, an individual flexible premium fixed deferred annuity. Variable material contained in the specifications page is denoted by the use of brackets.

PAGE NUMBER – The specifications page contains multiple pages. Each page contains an indentifying Page Number located in the top right corner within the header bar.

CONTRACT NUMBER – Each contract issued is assigned a unique identifying Contract Number. This number will not change during the lifetime of the contract. The Contract Number on the specifications page will match the Contract Number shown on the contract. On subsequent pages of the specifications page, the Contract Number is displayed immediately following the header bar. There is no applicable range of values for this field.

DATE OF ISSUE – This field will display the date the contract was issued. The Date of Issue will not change during the lifetime of the contract. There is no applicable range of values for this field.

INITIAL PREMIUM – The total amount of the Initial Premium received will be displayed and will include two decimal places. The applicable range for this field is a minimum Initial Premium of \$2,000 and a maximum Initial Premium of \$1,000,000. Any amount in excess of one million requires prior approval by our home office.

CONTRACT TYPE – The contract can be issued as non-qualified or pension qualified. The applicable range for this field is "NON-QUALIFIED" or "PENSION QUALIFIED".

MATURITY DATE – This field will display the Maturity Date selected by the Owner on the Date of Issue. The earliest Maturity Date available is 13 months from the Date of Issue. The latest Maturity Date available is the contract anniversary following the Annuitant's 95<sup>th</sup> birthday.

OWNER – The name of the Owner of the contract will display in this field. When the Owner is a non-natural person, the name of the applicable entity will populate this field. There is no applicable range of values for this field.

JOINT OWNER – Joint Owners are permitted but not required. The Joint Owner field name is variable as it will only display if a Joint Owner is present on the contract. When present, the name of the Joint Owner will display in this field. There is no applicable range of values for this field.

ANNUITANT – The name of the Annuitant will display in this field. There is no applicable range of values for this field.

DATE OF BIRTH – The Date of Birth for the contract's Owner, Joint Owner (when one is present), and Annuitant will display for each party. For an Owner or Joint Owner that is not a natural person, this field will not display. There is no applicable range of values for this field.

SEX – The gender of the contract's Owner, Joint Owner (when one is present), and Annuitant will display in this field. The applicable range of values is "Male" or "Female". For contract issued on a pension qualified basis, the gender is used for identification purposes only. For an Owner or Joint Owner that is not a natural person, this field will not display.



# American National Insurance Company Memorandum of Variable Material for Form WQ712-DP (continued) November 16, 2012 Page **2** of **5**

AGE – The age of the contract's Owner, Joint Owner (when one is present), and Annuitant will display in this field. For an Owner or Joint Owner that is not a natural person, this field will not display. As the issue age range for the contract is a minimum of 0 and maximum 85, the applicable range for the Age field is also 0 to 85.

MINIMUM GUARANTEED INTEREST RATE - This field displays the minimum guaranteed rate of interest for the lifetime of the contract. The Minimum Guaranteed Interest Rate is declared on the Date of Issue and is not redetermined thereafter. All contracts issued on the same date will receive the same Minimum Guaranteed Interest Rate.

The Minimum Guaranteed Interest Rate will be greater than or equal to the average of the five-year constant maturity treasury rate reported by the Federal Reserve for the second full month preceding the Date of Issue, rounded to the nearest 0.05% and reduced by 125 basis points. However, this rate will never be less than 1.00% or greater than 3.00%.

GUARANTEED INTEREST RATE FOR INITIAL PREMIUM BY CONTRACT YEAR — We will illustrate current guaranteed interest rates to be credited to the Initial Premium by Contract Year as determined by American National for a specified issue date. These rates are determined at the time of issue and are guaranteed.

The rate for the Initial Premium for each Contract Year shown will be comprised of the following:

- Accumulation Interest Rate; plus
- Any applicable Interest Rate Enhancement (when offered, shown for the duration specified); plus
- Any applicable Additional Interest Bonus (when offered, for qualifying contracts).

At no time will the Minimum Guaranteed Interest Rate for Initial Premium be less than 1.00%. These crediting rates will be available for Initial Premium payments applied to all contracts issued on that date.

INTEREST RATE ENHANCEMENTS (Section) – The product offers two interest bonuses, the "Interest Rate Enhancement" and the "Additional Interest Bonus". The availability of these bonuses is independent of one another. If a contract contains at least one of the interest bonuses, the Interest Rate Enhancements section will be included on the specifications page. If neither of the interest bonuses are offered on the product the Interest Rate Enhancements section will not be included. The applicable fields for the Interest Rate Enhancement and Additional Interest Bonus are explained below.

INTEREST RATE ENHANCEMENT – The contract may provide for an Interest Rate Enhancement to the rate of interest credited to the Initial Premium payment and any subsequent premium payments received during the first 3 Contract Years. When this enhancement is applicable, the Interest Rate Enhancement Percentage, Interest Rate Enhancement Duration, and the associated text explaining the enhancement will be displayed. When the enhancement is not applicable, no fields or text will be shown. The availability, rate percentage, and duration of the Interest Rate Enhancement will only vary in accordance with the product and will not be varied on an individual level.

INTEREST RATE ENHANCEMENT PERCENTAGE – This field will indicate the rate of interest. A reasonable range for the Interest Rate Enhancement Percentage is a minimum of 0.01 % and a maximum of 6.00 %.

INTEREST RATE ENHANCEMENT DURATION – This field will indicate the period of time for which the Interest Rate Enhancement applies. A reasonable range for the Interest Rate Enhancement Duration is 12 or 24 months.

ASSOCIATED TEXT – When the Interest Rate Enhancement is applicable, the specifications page will contain the following text providing a brief explanation of the enhancement.

On the Initial Premium and any subsequent Premiums paid during the first 3 Contract Years, We will apply an Interest Rate Enhancement. The Interest Rate Enhancement will be credited at the Interest Rate Enhancement Percentage shown above in addition to Our then current Accumulation Interest Rate. The Interest Rate Enhancement Percentage is determined on this Contract's Date of Issue.



# American National Insurance Company Memorandum of Variable Material for Form WQ712-DP (continued) November 16, 2012 Page **3** of **5**

For the Initial Premium, the Interest Rate Enhancement will begin on this Contract's Date of Issue and continue for the Interest Rate Enhancement Duration shown above. For any subsequent Premiums paid during the first 3 Contract Years, the Interest Rate Enhancement will begin on the date We receive Your Premium payment and continue for the Interest Rate Enhancement Duration shown above.

If this Contract is cancelled under the Right to Examine provision, the refund of Premiums paid will not include any Interest Rate Enhancement.

There is no fee associated with the Interest Rate Enhancement.

Neither We nor You may terminate the Interest Rate Enhancement while this Contract is In Force. The Interest Rate Enhancement will terminate on the same date as this Contract in accordance with the Termination provision. Once terminated, the Interest Rate Enhancement cannot be reinstated.

ADDITIONAL INTEREST - The contract may provide for Additional Interest where an additional rate of interest is credited to the annuity value for the lifetime of the contract. Each contract must qualify for the Additional Interest. For a contract to qualify:

- The Additional Interest feature must be available at the product level; and
- The Initial Premium for the contract must be \$100,000 or greater.

When this interest bonus is available, the Additional Interest Rate and the associated text explaining the additional interest will be displayed. When the bonus is not available, no fields or text will be shown. The availability, rate percentage, and minimum initial premium threshold will only vary in accordance with the product and will not be varied on an individual level.

ADDITIONAL INTEREST RATE – This field will indicate the rate of additional interest. A reasonable range for the Additional Interest Rate is a minimum of 1 and a maximum of 50 basis points (0.01% and 0.50%).

INITIAL PREMIUM – A contract qualifies for the Additional Interest based on a minimum initial premium. Currently, the minimum initial premium threshold is \$100,000. While we do not foresee changing this threshold with any frequency, a reasonable range would be a minimum of \$100,000 and a maximum of \$1,000,000.

ASSOCIATED TEXT - When the Additional Interest is available, the specifications page will contain the following text providing a brief explanation of the bonus, and the terms for qualification. Within the first paragraph, the amount for the minimum Initial Premium to qualify is bracketed and will vary according to the terms explained above for "Initial Premium".

If the Initial Premium is \$[100,000] or greater We will credit the Additional Interest Rate to the Annuity Value each year for the life of the Contract.

The Additional Interest Rate is determined on this Contract's Date of Issue.

If this Contract is cancelled under the Right to Examine provision, the refund of Premiums paid will not include any Additional Interest credited.



## American National Insurance Company Memorandum of Variable Material for Form WQ712-DP (continued) November 16, 2012 Page **4** of **5**

There is no fee associated with the Additional Interest Bonus.

Neither We nor You may terminate the Additional Interest Bonus while this Contract is In Force. The Additional Interest Bonus will terminate on the same date as this Contract in accordance with the Termination provision. Once terminated, the Additional Interest Bonus cannot be reinstated.]

TABLE OF ANNUITY VALUES – The specifications page provides a Table of Annuity Values. The values within the table are hypothetical and considered illustrative. Within the explanation of the table's assumptions the references to the Interest Rate Enhancement and Additional Interest Bonus are denoted as variable. The references to the interest enhancements will only be displayed when the enhancements are applicable. Ranges of applicable text are provided below for each scenario:

#### (When BOTH the Interest Rate Enhancement and Additional Interest are offered)

The values shown in the Table of Annuity Values are calculated using a hypothetical Initial Premium of \$1,000 and interest credited at the Guaranteed Interest Rate for the Initial Premium. Subsequent Premiums of \$1,000 at the beginning of each Contract Year are calculated using the Minimum Guaranteed Interest Rate plus any applicable Interest Rate Enhancement and any applicable Additional Interest.

The Table of Annuity Values assumes:

- 1. No federal or state premium taxes are applicable.
- 2. No Partial or Systematic Withdrawals have occurred.
- 3. The Contract remains In Force for complete Contract Years.

Contract values will be different if the circumstances of Your Contract differ from the above assumptions.

#### (When ONLY the Interest Rate Enhancement is offered)

The values shown in the Table of Annuity Values are calculated using a hypothetical Initial Premium of \$1,000 and interest credited at the Guaranteed Interest Rate for the Initial Premium. Subsequent Premiums of \$1,000 at the beginning of each Contract Year are calculated using the Minimum Guaranteed Interest Rate plus any applicable Interest Rate Enhancement.

The Table of Annuity Values assumes:

- 1. No federal or state premium taxes are applicable.
- 2. No Partial or Systematic Withdrawals have occurred.
- 3. The Contract remains In Force for complete Contract Years.

Contract values will be different if the circumstances of Your Contract differ from the above assumptions.

#### (When ONLY the Additional Interest is offered)

The values shown in the Table of Annuity Values are calculated using a hypothetical Initial Premium of \$1,000 and interest credited at the Guaranteed Interest Rate for the Initial Premium. Subsequent Premiums of \$1,000 at the beginning of each Contract Year are calculated using the Minimum Guaranteed Interest Rate plus any applicable Additional Interest.

The Table of Annuity Values assumes:

- 1. No federal or state premium taxes are applicable.
- 2. No Partial or Systematic Withdrawals have occurred.
- 3. The Contract remains In Force for complete Contract Years.

Contract values will be different if the circumstances of Your Contract differ from the above assumptions.



# American National Insurance Company Memorandum of Variable Material for Form WQ712-DP (continued) November 16, 2012 Page **5** of **5**

#### (When NEITHER interest bonus is offered)

The values shown in the Table of Annuity Values are calculated using a hypothetical Initial Premium of \$1,000 and interest credited at the Guaranteed Interest Rate for the Initial Premium. Subsequent Premiums of \$1,000 at the beginning of each Contract Year are calculated using the Minimum Guaranteed Interest Rate.

The Table of Annuity Values assumes:

- 4. No federal or state premium taxes are applicable.
- 5. No Partial or Systematic Withdrawals have occurred.
- 6. The Contract remains In Force for complete Contract Years.

Contract values will be different if the circumstances of Your Contract differ from the above assumptions.

ANNUITY OPTION TABLES – The Annuity Option Tables will vary based on the Contract Type. Contracts issued as non-qualified utilize the sex distinct mortality table to calculate values for tables B, C, and D. Contracts issued as pension qualified utilize the non sex distinct mortality table to calculate values for tables B, C, and D.

MORTALITY TABLE – within the Basis of Calculations text, the description of the mortality table used will vary based on Contract Type. The applicable range is "sex distinct" for non qualified contracts, and "non sex distinct" for pension qualified contracts.

TABLES B, C, and D – For contracts issued on a non qualified basis, the values for Tables B, C, and D are provided on a sex-distinct basis for ages 46-80+ and the chart(s) is(are) divided into two sections – Male and Female. For contracts issued on a pension qualified basis, the values for Tables B, C, and D are provided on a non sex distinct basis for ages 11-80+ and there are no gender specific sections.

#### We certify to the following:

- The final form issued to the consumer will not contain brackets denoting variable text;
- Any variable text included in this Memorandum of Variability Material will be effective only for future issues;
- The use of variable text will be administered in a uniform and non-discriminatory manner, and will not result in unfair discrimination;
- Only text included in this Memorandum will be allowed to be used on the referenced forms received by consumers; and
- Any changes to variable or permissible ranges of values will be submitted for approval prior to implementation as required.



### Memorandum of Variable Material Form A-PQ November 19, 2012

This memorandum was prepared for use with Form A-PQ, the Amendment for Pension Qualified Contracts for American National Insurance Company. Variable material contained in the amendment is denoted by the use of brackets.

HOME OFFICE, ADMINISTRATIVE OFFICE, TELEPHONE NUMBER – permissible variable material.

The above items, if changed, will be changed in accordance with department standards. It is understood that the items noted above may be changed without notice or prior approval.

OFFICER'S SIGNATURE, NAME, and TITLE – permissible variable material.

The above items, if changed, will be changed in accordance with department standards. It is understood that the items noted above may be changed without notice or prior approval.

#### We certify to the following:

- The final form issued to the consumer will not contain brackets denoting variable text;
- Any variable text included in this Memorandum of Variability Material will be effective only for future issues;
- The use of variable text will be administered in a uniform and non-discriminatory manner, and will not result in unfair discrimination;
- Only text included in this Memorandum will be allowed to be used on the referenced forms received by consumers; and
- Any changes to variable or permissible ranges of values will be submitted for approval prior to implementation as required.